

CITY OF NEW ORLEANS



REQUEST FOR PROPOSALS

FOR

**ADVANCED BROADBAND AND SMART CITY
SYSTEMS**

RFP NO. 1193

RELEASE DATE: 4/16/2021

SUBMISSION DEADLINE: 5/17/2021

KEY REMINDERS TO PROSPECTIVE RESPONDENTS

1. **READ THE SOLICITATION IN ITS ENTIRETY.**
2. **CONTACT THE DESIGNATED PURCHASING OFFICIAL ONLY.**
3. **CHECK THE SUPPLIER PORTAL PERIODICALLY.**
4. **TAKE ADVANTAGE OF THE QUESTION AND ANSWER PERIOD.**
5. **PROVIDE COMPLETE ANSWERS AND DESCRIPTIONS.**
6. **REVIEW THE RFP AND YOUR PROPOSALS BEFORE SUBMITTING.**
7. **SUBMIT YOUR PROPOSAL ON TIME.**

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SECTION 1 – DEFINITIONS

“*BRASS*” means Budget, Requisition, and Accounting Services System.”

“*City*” means the City of New Orleans.

“*Close Event*” means the date and time at which BRASS prohibits Respondents from submitting a response to the solicitation.

“*DBE*” means Disadvantage Business Enterprise.

“*Event*” means the solicitation (RFQ, RFP, ITB, ITQ) that the Bureau of Purchasing created to release it on the Supplier Portal of BRASS.

“*FEMA*” means the Federal Emergency Management Agency.

“*HUD*” means the U.S. Department of Housing and Urban Development.

“*OSD*” means the City’s Office of Supplier Diversity.

“*Open Event*” means the date and time at which the Event is released to the public in the Supplier Portal of BRASS.

“*Purchasing Conference Room*” means the room adjacent to the Bureau of Purchasing located on the 4th floor of City Hall at 1300 Perdido Street, New Orleans, Louisiana 70112.

“*Respondent*”, “*Respondents*” or “*a respondent*” means a person or entity who responds to the RFP.

“*RFP*” means the present request for proposals.

“*SBE*” means Small Business Enterprise as defined by the U.S. Small Business Administration.

“*SLDBE*” means State and Local Disadvantage Business Enterprise.

SECTION 2 – OVERVIEW

2.1 Introduction

The Office of Information Technology and Innovation facilitates effective, cost efficient use of technology by spearheading the assessment and deployment of technology based business management solutions, and service delivery strategies.

The Office of Information Technology and Innovation strives to maximize the City’s IT value by providing a stable technology and network infrastructure, drive innovation and performance improvement to enhance the delivery of all City services and increase the availability of information to improve decision making for City employees as well as for the citizens of New Orleans.

2.2 Background

New Orleans’ critical infrastructure is essential to the smooth functioning of the city economy. Inequitable access to digital infrastructure restricts economic mobility while the lack of smart city technology impairs citizen services. To meet the needs of a growing city, we are encouraging the deployment of advanced wireless, wireline, and Smart City digital communications networks so that every residence and business in New Orleans has access to world-class, high-speed broadband Internet access. Furthermore, the City seeks Smart City applications such as smart street lighting, traffic

management, water management and flood mitigation, disaster preparedness and response, wayfinding and other communications that will improve services, reduce costs, generate new revenue and foster innovation and economic development.

2.3 Purpose

The purpose of this RFP is to seek a vendor to develop and implement a comprehensive smart city infrastructure to improve city services, reduce costs to the city, and increase digital equity for residents and businesses

2.4 Statement of Needs

Refer to Attachment "A"

2.5 Performance Evaluation

The City will memorialize performance evaluation criteria in the executed contract.

SECTION 3 - DBE

3.1. In General

The requirements of the City's DBE Program apply to the RFP.

See section of the RFP on Attachments for more information and the applicable form(s).

3.2. DBE Goal

A DBE contract goal of 35 percent has been established for this RFP.

3.4. DBE Interest

The Bureau of Purchasing and OSD seek to offer the opportunity to DBE and SLDBE, SBEs, and other certified minority, women, disabled veteran owned businesses to submit their interest in participating to the RFP as a prospective subcontractor to a respondent or to jointly propose as a prospective partner with a respondent, or both.

DBE and other certified diversity entities must complete a questionnaire to express their interest. Follow the below link to submit your interest:

- <https://forms.office.com/Pages/ResponsePage.aspx?id=hfTLCLccAkqalQ3ZtFuf90s12RkxNB5KnaGW8hYN33NUQlo4WkhHWE5YQ1ICQjZHUUZBOEhMMzg1UC4u>

If a pre-submittal conference is scheduled, OSD will present the results of the questionnaire for the RFP during the conference.

IMPORTANT: Submit your interest on or before the deadline identified under Section 4.1. Otherwise, OSD will not be able to present it during the pre-submittal conference.

The Bureau of Purchasing will post said results via an addendum to the RFP following the said conference or, in the absence of a conference, several days after the deadline identified under Section 4.1.

3.5 DBE Opportunities

The City expects Respondents to ensure that every effort is made to meet DBE utilization goals.

OSD offers the opportunity to Respondents to submit subcontracting opportunities on its DBE Opportunities Page. Said page can be found at:

- [Economic Development - Supplier Diversity - Opportunities - City of New Orleans \(nola.gov\)](http://nola.gov)

3.6 Point of Contact

Respondents shall direct questions related to DBE compliance prior to the Submission Deadline to:

- By email: Supplierdiversity@nola.gov
- By telephone: 504-658-4220
- In writing or in-person: Office of Supplier Diversity
1340 Poydras Street, 10th Floor,
New Orleans, LA 70112

SECTION 4 – ANTICIPATED TIMETABLE

4.1. Dates

Release/Open Event (Cone of Silence Begins)	4/16/2021
Deadline for DBE Interest	4/21/2021 at 5:00 PM CST
Pre-Submittal Conference	4/26/2021 at 2:00 PM CST
Deadline for Submitting Questions	5/3/2021 at 12:00 PM CST
Submission Deadline/Close Event	5/17/2021 at 12:00 PM CST
Evaluation by Selection Committee	On or about 5/24/2021
Notification	Within 1 to 2 business days from the date of the evaluation

4.2. Meetings

The pre-submittal conference meeting and the selection committee meeting are public meetings. The Bureau of Purchasing encourages Respondents to attend said meetings.

4.3. City Calendar

The Bureau of Purchasing posts the dates and times of the public meetings connected to the RFP on the calendar of the City.

The Bureau of Purchasing encourages Respondents to subscribe to the calendar.

The City calendar can be found at:

- [Calendar - City of New Orleans \(nola.gov\)](http://nola.gov) .

4.4. Pre-Submittal Conference

The Bureau of Purchasing holds pre-submittal conferences either in the Purchasing Conference Room or via a teleconference call to the extent permitted by law.

In accordance with the applicable declaration of emergency issued by the Governor for the State of Louisiana at the time of the issuance of this RFP, prospective respondents must use the following information to attend the pre-submittal conference scheduled as a teleconference call:

- Telephone Number: 504-658-7001

- Meeting Number: 991 497 619

4.5. Selection Committee Meeting

The Bureau of Purchasing makes every effort to maintain the above date of the selection committee meeting.

However, from time to time, the Bureau of Purchasing may need to reschedule the said meeting for reasons which include, but not limited to, request(s) from committee member(s) to have additional time for review, an unexpected calendar conflict of one or more committee member, an unforeseen emergency, etc.

4.6. Questions

Respondents must submit substantive questions to the Designated Purchasing Official either by email (klwells@nola.gov) no later than the deadline set forth in Section 4.1.

The Bureau of Purchasing encourages Respondents to use BRASS for the submission of your question(s).

If submitted by email, Respondent must provide at minimum: RFP number, first and last name of requester, name of company, business address and telephone number.

The Designated Purchasing Official will issue a response to any inquiry if it deems it necessary, by written addendum to the RFP.

Respondent's question(s) submitted after the deadline may not be reviewed for inclusion in an addendum to the RFP.

The Designated Purchasing Official will not respond to substantive questions submitted verbally either by telephone or in person or both outside of the scheduled meetings.

4.7. Cone of Silence

From the release of the RFP until the award, there is a prohibition on communication by respondents (or anyone on their behalf) with the City's staff, the Mayor and staff, council members and staff, members of the selection committee members and elected officials.

The Bureau of Purchasing calls this prohibition the "Cone of Silence."

This does not apply to oral communications at pre-submittal conferences, oral presentations before selection committees, contract negotiations, or communications in writing at any time with any city employee or elected official regarding matters not concerning this RFP.

BREAKING THE CONE OF SILENCE, IF PROVEN, MAY RESULT IN A DISQUALIFICATION OF YOUR RESPONSE.

SECTION 5 – RESPONSIVENESS AND SELECTION COMMITTEE

5.1. Responsiveness

Following the submission deadline, the Designated Purchasing Official will:

- Opens the timely submitted proposals, and then
- Reviews and determines if the respondent completed and submitted the required forms.

Prospective respondents are invited to read Section 8.7 for failure to comply with the deadline or the required documents.

If there are responsive respondents, the Designated Purchasing Official will provide a copy of the proposals to the selection committee.

5.2. Selection Committee – Composition

The Chief Procurement Officer must establish selection committees with relevant subject-matter expertise in reviewing and evaluating responses to the RFP.

As per the applicable executive order, the selection committee will consist of the following individuals:

- The Chief Administrative Officer, or designee,
- The Chief Financial Officer, or designee,
- The manager of the User Entity requesting the service, or designee,
- The employee who will manage and monitor the contract, and
- A professional from within local government who possesses expertise in the relevant field.

5.3. Selection Committee – Grading

The members on the selection committee shall either complete the numerical grading or use the wholly qualitative evaluation criteria.

5.4. Selection Committee – Non-Voting Member

The Selection Committee, through a majority vote, may add one non-voting member to the committee who has expertise in the relevant field.

SECTION 6 – EVALUATION

6.1. In General

The selection committee will evaluate responses based on the technical criteria established under this section.

A respondent may receive the maximum points, a portion of this score, or no points at all, depending upon the merit of its response, as judged by the selection committee in accordance with the technical criteria.

During the review of any submission at any time (including in the event of a shortlist), the selection committee may:

- Conduct reference checks relevant to the solicitation to verify all information, and rely on or consider any relevant information from such cited references or from any other sources in the evaluation of the submissions,
- Seek clarification of a submission or additional information from any or all respondents and consider same in the evaluation of submissions,
- Waive any requests or requirements if such waiver is in the best interest of the City, and
- Request interviews/presentations with any, some or all respondents to clarify any questions or considerations based on the information included in submission.

6.2. Technical Criteria for the RFP

The Selection Committee will use the following criteria to evaluate the proposals submitted by Respondents:

1. Adequacy of Solutions and Soundness of Approach 0 – 50 Points

Overall, the proposal addresses key requirements for the City of New Orleans, including establishing a broadband City infrastructure (fiber and private 5G) and smart services through a secure, reliable, and financially sustainable plan.

2. Digital Inclusion Proposal 0 – 15 Points

The proposal includes data driven and locally relevant approach to outreach and adoption of digital literacy services to residents where needed, equitable deployment of infrastructure across different income areas of the city, and sufficient bandwidth/capacity to support the smart applications and make the most effective use of the technology.

3. Capabilities of Organization and Personnel 0 – 10 Points

Proposal details the organization(s)' financial viability and professional capacity to deliver smart city solutions.

4. Implementation Plan 0 – 10 Points

Proposal includes tasks, timelines and revenue plan to deliver project within the defined timeframe.

5. DBE 0 – 15 Points

POINTS	DESCRIPTION	POINT AWARD	AWARDING GUIDELINES
3pts may be awarded	DBE Goal: Proposal complies with contract DBE participation goal or will conduct good faith efforts to do so.	3pts	<ul style="list-style-type: none">Meets or exceeds the stated contract DBE goal or demonstrates why and how the respondent can only achieve a lower DBE goal
		2pts	<ul style="list-style-type: none">States they will meet a lower contract goal without demonstrating why or how
		1pts	<ul style="list-style-type: none">No commitment - 0%, but demonstrates why & how DBE participation is not achievable
		0pts	<ul style="list-style-type: none">No commitment -0% without explanation

6pts may be awarded	Quality of Proposal:	+2pts	<ul style="list-style-type: none"> • Prime has identified scopes of work to be performed by DBE firm(s) to be used that represent a Commercially Useful Function
	Proposal submitted a quality DBE Participation Plan that includes innovative strategies and approaches to achieve and maintain compliance over the contract term and that builds capacity in the DBE community.	+1pts	<ul style="list-style-type: none"> • Prime has clearly identified DBE firm(s) and their scopes of work
		+2pts	<ul style="list-style-type: none"> • The DBE has contributed directly to the Proposal (Resumes, Experience Portfolio, etc.)
		+1pts	<ul style="list-style-type: none"> • Prime has identified ways to support the DBE (e.g.: Mentor-protégé relationship, bonding, early payments, etc.)
6pts is default award; points may be deducted	Past Performance Issues:	Up to 6 points may be deducted	Points shall be deducted for the following reasons:
	Includes firm's past performance on meeting DBE goals, technical assistance and supportive services designed to increase participation and build capacity in the DBE community.		<ul style="list-style-type: none"> • Prime has a history of not meeting their committed DBE goal • Prime has history of switching DBEs or reduces work committed to DBEs • Prime is inconsistent with reporting requirements of the DBE policy • Prime does not cooperate with OSD on-site monitoring • Prime has history of not paying their DBE subs in a timely manner • Prime has a history of insufficient GFES

SECTION 7 – NOTIFICATION AND CONTRACT

7.1. Notification

Once the selection committee recommends a proposal, the Bureau of Purchasing notifies the selected firm by an intent to award letter. The unsuccessful firm(s) will be notified as well.

The Designated Purchasing Official will also award the event in BRASS which only represents an administrative function.

The intent to award letter will contain the name and contact information of the representative of the department responsible for administering the future contract.

IMPORTANT: The intent to award letter is not a contract award notification. The contract award is subject to the successful satisfaction by the selected respondent of all additional requirements in the solicitation.

7.2. Composite Scoring Sheet

In addition to the notification, the Designated Purchasing Official will:

- Print and display a hard copy of the composite scoring sheet outside of the Bureau of Purchasing at City Hall, and

- Post an electronic copy of the sheet on the website of the Bureau of Purchasing under “RFP/RFQ Composite Scoring Sheets.”

The Bureau of Purchasing keeps a sheet available for public view for 30 days from the date of the selection committee meeting.

After 30 days, any interested party must submit a request for public records to the City’s Attorney Office to obtain a copy of the tabulation.

Submit your request at <https://www.nola.gov/city-attorney/public-records-requests/> .

7.3. Negotiation and Execution of Contract

After the issuance of the intent to award letter, the City may negotiate the final contract with the selected respondent.

Irrespective of the occurrence of contractual negotiations or not, the selected respondent must provide the representative of the department responsible for administering the future contract with required documentation (examples: tax clearance form, proof of signing authority, proof of good standing with the State of Louisiana, etc.).

The City Attorney’s Office is responsible for presenting the successful respondent with a proposed written contract to execute.

Once executed by the City, the department responsible for the administration of the contract can authorize the beginning of the services.

The City will publish a copy of the fully executed contract on the City’s Supplier Portal.

7.4. Contract Administration

The executed contract with the selected firm identifies the department responsible for administering it.

Said department will be notably responsible for monitoring the performance of the contractor.

7.5. Contract Amendment and/or Time Extension

7.5.1. DBE Compliance

Prior to amending and/or extending the contract for time with the contracted firm, said firm must be compliant with its committed DBE plan.

Failure to comply can constitute cause for termination of the contract.

7.5.2. Performance Evaluation

Prior to amending and/or extending the contract for time with the contracted firm, said firm must perform in accordance with the scope of work set forth in the contract.

Failure to comply can constitute cause for termination of the contract.

SECTION 8 – SUBMISSION

8.1. In General

Respondents must submit in PDF format the following document:

- Technical Proposal

- Entitle the PDF as follows: “[*name of respondent*] - RFP [*insert number of present RFP*] – Technical Proposal”, and

See Section 8.3 for their respective contents.

Respondents can submit their submissions via:

- Email to the Designated Purchasing Official

NOTE: If Respondent encounters a problem to submit a response by email, Respondent must notify the Designated Purchasing Official immediately and coordinate with said official for an alternative method of submission (in person or by courier).

Respondent must obtain written approval from the said official prior to submitting the response via an alternative method.

The City will not accept qualifications submitted by fax.

8.2. Designated Purchasing Official

Respondents must direct response, correspondence, and other communications regarding the RFP to the following Designated Purchasing Official:

- Title (Mr., Mrs., Ms.), First and Last Name: Ms. Kai Wells
- Email address: klwells@nola.gov
- Office Telephone Number: 504-658-1556
- For in-person or mailing: Attn: Ms. Kai Wells
City of New Orleans
Bureau of Purchasing
1300 Perdido Street, Suite 4W07,
New Orleans, Louisiana 70112.

8.3. Contents

The City requires that the submission be organized in the manner specified below to achieve a uniform review process and obtain the maximum degree of comparability.

A. Technical Proposal. Said submission shall contain the following:

- Cover Sheet
 - Show the RFP number and subject, the name of your firm, address, email address, telephone number(s), name of contact person and date.
- Table of Contents
 - Include a clear identification of the material by tab and by page number.
- Tabs
 - Tab 1 - Consultant’s Profile and Submittal Letter
 - Submittal Letter signed by and authorized agent of the respondent.

- A proposal statement setting forth in detail how the proposal meets the proposal requirements and evaluation factors.
- Organizational structure and locations of business with ownership interests.
- Tab 2 - Adequacy of Solutions and Soundness of Approach Qualifications
 - Does the solution establish a City Institutional Fiber Network with connectivity to 430 City of New Orleans and Sewerage and Water Board Sites? (Section 8A)
 - Does the solution establish a 350 square mile City-Wide private 5G network? (Section 8B)
 - Does the solution establish a consolidated Smart City service plan including Smart Kiosks, Smart Lighting, Intelligent Traffic, Smart Metering, Water level sensing, and Smart Mobility? (Section 8C)
 - i. Does the solution have an open API for simple integration of CAD, AVL, Advanced Traffic Management and a real-time public information portal?
 - ii. Is a Lighting master Plan included?
 - iii. What is the maintenance, management, and upgrade plan?
 - How will the fiber, wireless, and smart city networks be designed as mission critical “5 nines” systems? (Section 8D)
 - What is the cybersecurity plan? (Section 8F)
 - How is the project financed and who bears the capital and ownership risk? (Section 7)
 - i. Have detailed financials been provided that should the best utilization of capital resources and long-term operational stability?
 - ii. How is performance guaranteed as well as long-term operating, maintenance, and recapitalization?
 - Are the proposed project components “Net Neutral?” (Section 6)
- Tab 3 - Digital Inclusion Proposal
 - Does the solution provide a no-cost service level for every resident unable to afford internet access?

- How does the respondent propose to address digital literacy, cost-of-equipment, and other adoption issues?
- Does the solution provide no-cost Wi-Fi throughout community centers and public park facilities?
- Does the solution provide for fiber-based 10 Gbps symmetrical services to locations that may serve as community computer centers, including but not limited to libraries, parks and recreation, Job-seeker and Family Resource Centers?
- Does the proposer agree to equalize the fiber and wireless broadband infrastructure deployment to produce the same results in high- and low-income areas?
- What will the proposer do if the model in-fact results in low take-rates in underserved areas?
- What is the outreach plan and time frame for seeking expressions of interest from neighborhood and community organizations?
- Tab 4 – Capabilities of Organization and Personnel
 - Did the organization and its subsidiaries provide audited financials?
 - Did the organization provide an organization chart and resumes of key personnel?
 - Has the organization successfully demonstrated capacity and experience to perform wired, wireless and smart city tasks as specified in the RFP with other smart city projects?
- Tab 5 – Implementation Plan
 - Has the organization presented a full breakout of tasks, timelines, charts, and other information as necessary to support substantial completion of the project within the timeline defined by the RFP?
 - Has the organization developed a revenue plan sufficient to guarantee performance of the project within the timeline defined by the RFP?
- Tab 6 – DBE
 - DBE Goal: Proposal complies with contract DBE participation goal or will conduct good faith efforts to do so.

- Quality of Proposal: Proposal submitted a quality DBE Participation Plan that includes innovative strategies and approaches to achieve and maintain compliance over the contract term and that builds capacity in the DBE community.
 - Past Performance Issues: Includes firm's past performance on meeting DBE goals, technical assistance and supportive services designed to increase participation and build capacity in the DBE community.
- Tab 7 – Key Personnel
 - Include a listing of key staff including resumes for each describing experience, training, and education in the required services.
 - Identify staff experience working with governmental entities and list those projects.
- Tab 8 - References
 - Provide references for which the firm has performed similar work of the same or similar magnitude to those requested in this solicitation, including the contact name, entity, address, telephone number, e-mail address, and dollar amount and term of the contract. (Provide letters of reference from previous clients, if available)
- Tab 9 - Insurance
 - Attach evidence of required insurance in the amounts indicated. If available, a properly completed ACORD Form is preferable.
- Tab 10 – Financial Statements
 - Provide an audited, financial statement for each of the past two years. A third party prepared financial statement is acceptable for one of the two years if an audited statement is not available. Any such third-party certified statement shall be signed and certified by the third party Certified Public Accountant ("CPA") and signed and certified as accurate by the Prospective Consultant.
- Tab 11 - Addenda
 - Include a statement on company letterhead that the respondent reviewed the addenda (include number and date of the addendum) issued by the City for this RFP.
- Tab 12 - Exceptions
 - Include any/all exceptions taken to the content of solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation. Any exceptions shall be reviewed by City for appropriateness and is only valid if accepted in writing by City.
- Tab 13 - Litigation

- Provide all judgments entered into against the Prospective Consultant by any Federal, State, or Local Courts within the past 10 years; any criminal conviction ever issued against the respondent or its owners or principals, and all civil, criminal, and administrative proceedings pending against the Prospective Consultant at this time.

- Tab 14 – Forms

- See Section 11.2 for the list of required forms.

8.4. Receipt

THE DESIGNATED PURCHASING OFFICIAL MUST RECEIVE YOUR RESPONSE BEFORE THE DEADLINE INDICATED UNDER SECTION 4.1.

The City will NOT accept submissions delivered after the deadline.

8.5. Time Stamp by Email

When submitting a response by email to the Designated Purchasing Official, the date and time of the email received by the Designated Purchasing Official constitutes the time stamp of receipt.

The date and time of the email sent by Respondent does NOT constitute a proof of receipt.

IMPORTANT:

- The Bureau of Purchasing encourages Respondents to submit a response at least 3 hours before the deadline set forth in the RFP.
- The Bureau of Purchasing encourages Respondents to confirm with the Designated Purchasing Official that the response was received timely. If there is a high volume of submissions, the confirmation may take 1 or 2 business days.

8.6. Alternative Method of Submission

An alternative method of submission can be by courier service or in person.

If the Designated Purchasing Official approves an alternative method of submission, Respondent remains responsible for ensuring that the proposal is delivered prior to the submission deadline with a proof of delivery.

The City will not credit delivery claims without a written proof of delivery.

Failure to meet the submission deadline, irrespective of the mode of delivery, shall result in the rejection of the proposal.

8.7. Failing to Comply

The Designated Purchasing Official will notify Respondent in writing that the proposal is non-responsive if:

- Respondent failed to submit it timely, or
- Respondent failed to complete and submit a form or document provided and required by the City.

The Designated Purchasing Official will not distribute a non-responsive proposal to the selection committee.

Respondent will have 2 business days from the date of notification by the Designated Purchasing Official to appeal the decision of non-responsiveness.

Non-responsive respondent must submit the appeal to the Chief Procurement Officer via email with the number of the RFP and a detailed explanation.

The decision from the Chief Procurement Officer or designee will be final.

Failure to submit the appeal timely waives the right to obtain a decision from the Chief Procurement Officer or designee.

8.8. Disclaimer

Respondents are hereby advised that due to the nature of the internet, the City cannot guarantee that access to BRASS will be uninterrupted or that emails or other electronic transmissions will be sent to you or received by us.

The City is not responsible for any delays caused by the internet or any other means of submission chosen by Respondent or both.

SECTION 9 – GENERAL INFORMATION

9.1. Legal Authority

City Charter Section 6-308(5)(b) and Executive Order LC 20-01 authorize the City to issue a request for proposals to interested and qualified firms.

9.2. Ownership

All qualification submissions and/or documentation submitted therewith are city property for all purposes.

Respondents will clearly mark documents or information claimed exempt from public records disclosure and specifically justify the exemption.

The City will not credit any blanket exemption claims lacking specific justification.

The City does not guarantee the confidentiality of submissions.

9.3. Effect

The RFP and any related discussions or evaluations by anyone create no rights or obligations whatsoever.

The City is not responsible for submissions and/or presentation costs.

The City may cancel or modify this solicitation at any time at will, with or without notice.

Anything to the contrary notwithstanding, the contract executed by the City and a qualified firm, if any, is the exclusive statement of rights and obligations extending from the RFP and the request for proposal connected with the contract.

9.4. Addendum

The Designated Purchasing Official posts addendum on the supplier portal of BRASS under the RFP. A copy of the addendum is saved in the “Attachment” tab of the event for the RFP.

Respondents shall not rely on any representation, statement, or explanation other than those made in this RFP or in any addendums issued.

Where there appears to be a conflict between the RFP and any addendum issued, the last addendum issued will prevail.

9.5. Agree to Contract Terms and Conditions

By responding to this RFP, Respondent agrees to the City's required Contract Terms and Conditions set forth in this solicitation and therefore waives any future right to contest the required provisions.

9.6. Protest

The City's protest policy applies to this solicitation.

The policy is available at: <https://www.nola.gov/getattachment/Purchasing/Forms/No-130-Procurement-Protest-Policy.pdf/> .

9.7. Debriefing

Respondent who was not qualified can request a post-award debriefing.

The debriefing shall not include point-by-point comparisons of the debriefed respondent's submission with the awarded or selected respondent(s).

The unsuccessful respondent must submit a request in writing to the Designated Purchasing Official within 15 calendar days from the date of the notification issued by the Bureau of Purchasing.

The Bureau of Purchasing will ensure that the debriefing is conducted within a reasonable time.

9.8. Code of Ethics

The City adheres to the Louisiana Code of Governmental Ethics, contained in the Louisiana Revised Statutes Annotated, R.S. 42:1101, *et seq.*

By submitting a qualification submission, prospective respondents warrant that there are no "conflict of interest" related to this solicitation that would violate applicable Louisiana Law.

Violation of the Louisiana Code of Governmental Ethics may result in rescission of contract, permit or licenses, and the imposition of fines and/or penalties, without contractual liability to the public in accordance with applicable law.

9.9. BRASS

The City launched BRASS in July 2019. BRASS replaces the legacy databases and is used by all City departments.

BRASS enables suppliers to register and to maintain information about their organization for the purpose of doing business with the City and receive notifications of business opportunities.

Registration is free.

The City invites prospective suppliers to learn more at <https://nola.gov/purchasing/brass/> .

9.10. Direct Deposit Electronic Payment Program

The City will require that the successful firm enrolls in its direct deposit electronic payment program.

Instead of receiving paper checks, payments will be made electronically via Automated Clearing House (“ACH”) and deposited directly into an account designated by the qualified respondent at its financial institution.

Enrolling in direct deposit payments supports the City’s ongoing efforts to become a more efficient and effective government, deliver enhanced services and timely payments, and provide for a sustainable environment.

ACH payment will apply to the invoice that you submit through the City’s Supplier Portal **AFTER** the Bureaus of Purchasing AND Treasury have completed the ACH activation. The activation process may take 4 to 10 calendar days.

9.11. Waiver of Administrative Informalities

The City shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any submission.

9.12. Errors and Omissions in Submission

The City reserves the right to seek clarification of any submission for the purpose of identifying and eliminating minor irregularities or informalities.

9.13. Familiarity with Laws

Respondents shall familiarize themselves with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the solicitation.

These laws and/or ordinance will be deemed to be included in the contract, the same as though herein written in full.

9.14. Sample Agreement

The City supplies a sample cooperative endeavor under Section 11.5.

The qualified respondent(s) shall be expected to execute a contract that is substantially the same as the sample agreement.

Respondent shall not submit its own standard contract terms and conditions as a response to this RFP.

SECTION 10 – STATEMENT OF NO RESPONSE

If you elected not to respond to the RFP, the Bureau of Purchasing is interested in learning the reason(s) for non-response.

Your response to the below questionnaire will help the City understanding potential challenges and/or barriers with the RFP.

- <https://forms.office.com/Pages/ResponsePage.aspx?id=hfTLCLccAkqalQ3ZtFuf90s12RkxNB5KnaGW8hYN33NUMjZBN05YS1U0UVY4N0tXOFdEMEVHQTFXNi4u>

SECTION 11 – ATTACHMENTS

11.1. Document to Review

- Attachment A – Statement of Needs

11.2. Required to Submit with Proposal In Response to RFP

- Attachment B – DBE Compliance Form(s)
- Attachment C – Affidavit of Conflict of Interest Disclosure

11.3. Contract Terms and Conditions and Insurance

- Attachment D - Insurance Requirements
- Attachment E– City Contract Terms and Conditions

11.4. Required to Submit PRIOR to execution of contract

- Attachment F – Tax Clearance Authorization
- Attachment G – Identification of Subcontractors
- Attachment H - Affidavit of Compliance with Hiring Requirement

11.5. Sample Agreement

- Attachment I – Sample Cooperative Endeavor Agreement

[ATTACHMENTS A THRU I ON FOLLOWING PAGES]

SECTION 11.1.

**THE FOLLOWING DOCUMENT IS FOR REVIEW
ONLY**

ATTACHMENT NO. A CITY OF NEW ORLEANS STATEMENT OF NEEDS

1. Overview of the RFP.

- a. New Orleans' critical infrastructure is essential to the smooth functioning of the city economy. Inequitable access to digital infrastructure restricts economic mobility while the lack of smart city technology impairs citizen services. To meet the needs of a growing city, we are encouraging the deployment of advanced wireless, wireline, and Smart City digital communications networks so that every residence and business in New Orleans has access to world-class, high-speed broadband Internet access. Furthermore, the City seeks Smart City applications such as smart street lighting, traffic management, water management and flood mitigation, disaster preparedness and response, wayfinding and other communications that will improve services, reduce costs, generate new revenue and foster innovation and economic development.
- b. The City seeks Proposals from entities who are willing to enter contracts with the City to deploy advanced wireless and wireline infrastructure and address the digital divide and community needs by providing for a level of free services to members of the public. The City also seeks to partner to provide a fully integrated suite of streetlights, sensors, networks, and data analytics platforms that will result in the City becoming a leader in improving mobility, accessibility, and safety.
 - i. Specifically, the City asks for Responders to propose solutions that will:
 - 1. Fulfill the Foresite 2016-17 design proposal for a City Institutional Fiber Network connecting approximately 430 City of New Orleans and Sewerage and Water Board sites.
 - 2. Provide Internet access to homes and businesses via a network designed to deliver symmetrical speeds of 1 Gbps or higher to each residential unit and to offer a business level of service at 10 Gbps or higher.
 - 3. Provide Wi-Fi access to the Internet throughout community centers, targeted community zones, and public park facilities.
 - 4. Execute a "no-cost service level" for individuals and families not regularly accessing the Internet due to cost, access, awareness, literacy, or equipment issues.
 - 5. Execute a business and governance model that maintains financial sustainability, reliability, security, and privacy.
 - 6. Ensure that advanced communications networks will be available in all parts of the City, including low-income areas.
 - 7. Provide a Turnkey solution to integrate all facets of an advanced "Smart City" network platform for enhancing City services through connected technology.

- a. The Respondent must be able to finance the project, have the experience to deploy technology infrastructure and provide smart city solutions.
 - b. The Respondent shall guarantee performance and provide long-term Operating, Maintenance, and recapitalization as part of this contract including other public service and revenue generating models such as Wi-Fi sponsorships and kiosks.
 - c. The respondent will integrate solutions including but not limited to smart lighting, smart traffic management, smart water metering and flood water detection, smart wayfinding and other communications.
 - d. The respondent will design solutions that may include neutral host models and/or open access network architecture to foster private innovation and economic development.
 - e. The respondent will develop a program and engage local workforce development programs and local hiring opportunities.
- ii. To support this initiative the City will:
- 1. Establish a digital infrastructure permitting group in the Mayor's Office of Utilities that will provide expedited handling of applications for construction of project-related communications infrastructure.
 - 2. Provide access on and to specific City property suitable for installation of communications equipment if the equipment meets the criteria of the "no-cost service level."
 - 3. Schedule access to roadwork and storm water drainage projects under construction for the installation of project-related conduit and vaults.
 - 4. Provide access at favorable bulk rates to City street light poles with power supplies for placement of wireless communications equipment.
 - 5. Provide access to property for placement of wireless infrastructure that will permit Responders to reach some of the most highly trafficked zones within the City.

2. Mission

- a. Equity Is the bedrock of our vision for New Orleans. Today, infrastructure has taken on a new meaning and is a key tool to achieving equity citywide. Digital connectivity is not a luxury intended for entertainment, it's a fundamental right and an essential tool for modern living. The City is working toward making it easier and more affordable for all residents and businesses to gain broadband

access, be digitally literate and aware of cyberthreats and misinformation, and make New Orleans a global leader in smart cities innovation.

- b. The City is looking for a triple-bottom-line proposal that aims to maximize the economic, environmental, and social benefits of digital infrastructure. The City will prioritize and assess the proposals by their anticipated contribution to the overall Equity goal.
- c. People who are low-income, minority, female, elderly, minor, or live with a disability are less likely to have a computer or high-speed Internet at home. Many cannot afford it. Some don't recognize the benefits of technology. Others fear technology or feel that it is for other people. This lack of a computer or home Internet hinders their ability to develop Internet and computer technology skills. Therefore, they miss key information on school, jobs, health, housing, and civic life. This difficulty getting information worsens existing inequality experienced by these people.
- d. Depending on the study, researchers learned that between 23% and 33% of New Orleans households lack home Internet and roughly 21% don't have a computer. These facts make New Orleans one of the worst-connected US cities with low-income residents less likely to have home Internet compared to wealthier people.
- e. While there are programs designed to encourage broadband deployment and allow schools and libraries to obtain less expensive access to the Internet, the United States has not fully developed a true Broadband Universal Service that can ensure that broadband Internet access is available to all citizens, as have other countries like Switzerland, Finland, Taiwan and Britain. As the world relies more and more on Internet-based communications for work, education, hiring, training, and for daily interactions with each other and with government and other community institutions, it becomes more critical to address disparities in Internet availability.
- f. In the absence of a national plan to ensure Broadband Universal Service, it is important for the City to ensure, to the extent possible, that basic levels of broadband access are available to every resident regardless of income, and that high-quality, high-speed access is available everywhere at reasonable prices.

3. Goals

- a. Considering the increasing importance of having available affordable, high-speed broadband services, proposals should address the following project goals:
 - i. Ensure that every resident can access advanced communications networks that provide high-speed, high quality broadband connections to the Internet, where residents live, work and play, indoors and outdoors.
 - ii. Ensure that areas of the City that are currently underserved are promptly served.
 - iii. Ensure that the City is served by an open network, so no one is prevented or blocked from taking full advantage of the Internet's capabilities; and
 - iv. Ensure that every resident can enjoy the benefits of broadband, regardless of income or the area in which they reside.

- v. The City of New Orleans should be the location of choice for businesses and residents – to attract businesses with good paying jobs, to entice graduates from our local universities to reside and work in New Orleans, and to ensure the City remains a center for the digital economy and a global leader in technology and innovation.
- vi. The full impact and benefit of the network will not be achieved by simply building a network, but rather by having widespread adoption and utilization by the community. The City seeks a definitive solution that will maximize adoption and sustainability.
- vii. Proposers should align their proposals with the IoT guidelines developed by New York City at <https://iot.cityofnewyork.us/> and have been adopted by 35 additional cities across 11 countries. The guidelines provide a framework to help government and its private partners responsibly deploy connected devices and IoT technologies in a coordinated and consistent manner.

4. Objectives

- a. The City expects a great level of detail and granularity for the technical, financial, and operational requirements of the network. Furthermore, the City must:
 - i. Understand the detailed financials associated with the Proposal, including initial capital to construct, ongoing operational and maintenance costs, end-user fee structures and monetization strategies for the network.
 - 1. These financials will be used to determine the proposal with the best utilization of capital resources and long-term operational sustainability.
 - ii. Assess a comprehensive system design, including:
 - 1. Coverage and capacity.
 - 2. RF elements for a City 5G and fiber infrastructure.
 - 3. Backhaul and networking elements and components.
 - 4. Site locations.
 - 5. Smart and connected outdoor LED lighting.
 - 6. Cameras and IoT sensors for active traffic management.
 - 7. Smart mobility software application integrated with the Cameras and IoT sensors for active roadway management and to monitor travel time and speed at a minimum of every .5 miles along priority corridors.
 - 8. Architectural lighting on predetermined City locations.
 - iii. Assess comprehensive deployment timelines.
 - iv. Understand a detailed set of commitments a Respondent is willing to make based on the requirements and questions.
 - v. Analyze the structure and the long-term benefits of the business model proposed by the Respondent.
- b. The City seeks Proposals that will result in build-out and provisioning of services within the incorporated City of New Orleans within five years of the award of the

contract. It is expected that the Wireless capabilities of the network will be provisioned quickly.

- c. The City seeks a qualified Respondent with the proven experience, financial resources, and professional expertise to fund, design and build a suite of capabilities; including streetlights, communication, and associated networks. Pedestrian sensors, traffic sensors, environmental and other sensors are envisioned with an integrated data analytics platform that demonstrates departmental-level measures of performance as well as city-level measures of effectiveness.
 - d. The City recognizes that a variety of private sector entities have engaged in Smart City/Lighting projects and network development/expansions throughout the Country, and are interested in providing financing, management and planning, and operations and maintenance services. The City seeks responses from a partner that will facilitate the next generation Smart City deployment, funding, technical solutions by providing planning, program implementation, construction, management, and maintenance services.
 - e. This is not an exhaustive list and the City is expecting Proposals to identify additional offerings to provide maximum value, flexibility, scalability, energy savings, and big data analytics.
5. Digital Inclusion Plan
- a. As part of each Proposal the City seeks a Digital inclusion Plan designed to encourage adoption of broadband throughout the proposed service territory; and designed to ensure that a minimum level of service is available to all residents in the proposed service territory.
 - i. More specifically, a Digital Inclusion Plan is desired:
 - 1. For wireline and wireless.
 - 2. That includes offerings that provide free service without regard to the income of the user, so that the service is available without the need for a user to qualify for service.
 - 3. That provides support for a Digital Inclusion Plan for at least the period of any contract for use of City assets entered pursuant to this RFP.
 - 4. That includes free service offerings that will be adjusted over time to reflect changes in the speeds required to use the Internet effectively; and
 - 5. That addresses costs of installation in a manner that makes service accessible to low-income, transient populations.
 - b. The City seeks a digital inclusion plan that includes provisioning of 10 Gbps symmetrical services to locations that may serve as community computer centers, including but not limited to libraries, parks and recreation, Job-seeker and Family Resource Centers.
 - c. The city seeks a digital inclusion plan that includes a strong component for publicizing the availability of free service options and that provide for

coordination with non-profit groups and the City in efforts to distribute equipment required to take advantage of those offerings and more advanced service offerings. Respondents are also encouraged to partner with other non-profit organizations within the City that are working to address the digital divide.

6. Net Neutrality

- a. The City is strongly committed to promoting net neutrality and expects each selected Proposer to agree to operate its network consistent with net neutrality as defined by applicable FCC regulations.

7. Financial and business model

- a. The City of New Orleans seeks to enter a partnership in which the Respondent assumes most of the risks and capital associated with the implementation of the Smart Lighting, Smart City, wireline and wireless broadband network and anticipates this to be factored into the Proposal.
- b. City assets that may be utilized in the construction of the network including but not limited to:
 - i. Existing public rights-of-way.
 - ii. Publicly owned vertical assets.
 - iii. Community Anchor Institutions.
 - iv. Guaranteed revenue streams for a variety of service offerings.
- c. The City will prioritize Proposals that are not “demand-based” which can have the effect of exacerbating the digital divide. All geographic areas of the City of New Orleans must be built out in a model that equalizes results in higher income and lower income areas. The Proposal must describe:
 - i. The way the equalization model will operate and how it will address problems associated with high levels of short-term residents, low-income, or low-adoption rates.
 - ii. An explanation of what role the City might be required to play in fostering demand, if any.
 - iii. What the proposer will do if the model in fact results in low take rates or build-out commitments in underserved areas.
 - iv. The time frame for seeking expressions of interest from all neighborhoods and the estimated time from demand targets being met to construction.

8. Specifications

- a. Wireline
 - i. Due to the high prices of third-party communications costs and the absence of a City-owned option for communications between its many facilities, the City has identified the need for a more economically feasible option for the interconnection of its facilities. The benefits of such a change are clear in that the City will own and maintain the communications systems and can benefit financially from the investment in the new infrastructure.

- ii. In September 2016, the Foundation for Louisiana issued an RFP to solicit a consultant to plan a city-owned institutional broadband fiber network for the City of New Orleans with the following objectives:
 - 1. Expand the city government's provision of online services to residents.
 - 2. Support implementation of smart city applications.
 - 3. Achieve cost efficiencies in daily information technology (IT) operations.
 - 4. Expand operational efficiencies to other departments through IT.
 - 5. Provide high-speed Internet access at city government owned and operated facilities to help disadvantaged residents bridge the digital divide.
- iii. Foresite Group developed a high-level design proposal for a City of New Orleans-owned, institutional broadband fiber network. This network would provide capacity for high-speed data transmission to support internal intranet operations like file sharing, printing, telephone, and enterprise software applications that require data transmission. The network would connect approximately 430 City and Sewerage and Water Board sites via roughly 200 route miles of underground fiber, enabling the City of New Orleans to support a minimum of 100 Gbps network service between City locations.
- iv. Overall, the City facilities currently utilize speeds ranging between 200 Mbps and 10 Gbps. As previously mentioned, these network connections are made via third party companies. The City desires that the minimum connection speed be 100 Gbps in the future on the new dedicated network. Not only will the new system need to support the existing systems and City facilities, it should also consider the planned development and relocation of core facilities that will require interconnection with the communications backbone, as well as a future-proof scaling strategy.
- v. <https://arcg.is/1vqvLm> shows the proposed backbone route around the City. The goal of the proposed routing is to provide a reasonable tie in point for the existing residential areas, commercial areas, City facilities, Sewerage and Water Board facilities, planned improvements, and key corridors identified by the City for interconnection with the City network.
- vi. As mentioned, the proposed City of New Orleans' Institutional Fiber Network will consist of two 200-mile-long fiber ring of 864-strand fiber optic cable running along key corridors of the city. Additional fiber trunk spurs will be built out to extend the fiber network to areas of the City outside of the main trunk lines.
 - 1. The fiber optic cable will be installed in new conduits physically divided between City and Public client use. Under this design, two 864-strand fiber optic cables would be used for the main fiber optic trunk ring in lieu of a shared fiber optic cable. This provides

separate fiber optic cables for the City Network and the Public client network for clear physical separation between the networks. New separate conduits with a minimum of 2.5” diameter will be required to support this design.

- vii. The proposed Institutional Fiber Network will have a connection to an Internet Exchange Point from the City Hall Network Hub. The Proposal should consider revision of the Foresite high-level design proposal to include potential City Hall expansion into the Municipal Auditorium as well as other planned City improvements and changes from the 2017 Foresite design.

b. Wireless

- i. The City seeks proposals for Wireless networks that will result in total outdoor availability of 5G NR (New Radio) throughout the City’s 350 square miles of incorporated area as well as outdoor availability of Wi-Fi access to the Internet throughout community centers, targeted community zones, and public park facilities.
- ii. The City requires a citywide, wireless broadband network service that ensures network coverage 24 hours a day, 7 days a week, 365 days a year and complies with the coverage, capacity and other technical requirements detailed in this document.
- iii. 5G infrastructure and devices are increasingly being designed to operate in multiple RF bands. While the latest 3GPP release documents have 69 bands defined for use we encourage respondents to also explore the use of Band 46 (5150 to 5925 MHz) and the CBRS Band from 3550 to 3700 MHz.
- iv. Additionally, with the FCC allocations of over 10 GHz of bandwidth and 802.11ay usage increasing, the use of millimeter bands are becoming more prevalent for use in broadband applications. These bands will have both licensed and unlicensed allocations across the 60-80 GHz range.
- v. Requirement: Brand name or Equivalent. The brand names/original equipment manufacturers (OEM) associated with the Respondents proposed equipment are important for several reasons.
 - 1. The Radio Access Network (RAN) represents critical infrastructure for New Orleans, the equipment must be of high quality and guarantee the firmware and software do not contain any form of malware or other harmful components.
 - 2. The RAN may carry traffic that is for criminal justice, medical, or other purposes.
 - 3. The Respondent will ultimately bear all costs of 5G interoperability testing.
 - 4. In the event of a Rip and Replace order, the Respondent will bear all costs of replacing the RAN.

5. The equipment must be compliant with section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232). Section 889 Part B covers certain telecommunications equipment and services produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of those entities) and certain video surveillance products or telecommunications equipment services produced or provided by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of those entities). The statute is not limited to contracting with entities that use end-products produced by those companies; it also covers the use of any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
6. The equipment must be compliant with the U.S. State Department Clean Network Initiative.
- vi. **All costs (interoperability testing, standards implementation, etc.) associated with verifying the equivalence of non-brand name but equivalent components will be borne by the Offeror and appropriate documentation must be provided to the City during the RFP process.**
- vii. The main technical purpose of this section is to deploy a 3GPP based, 5G RAN in New Orleans. The equipment comprises multiple elements for this specific proposal and includes but is not limited to the following components: RF antenna system, coaxial cables, eNodeB with multiple configurations e.g. macro, small, femto and pico cell, cell site router, security gateway, and all software. Minimally the RAN shall be interoperable with 3GPP release 16.
- viii. The City encourages a RAN architecture that supports secondary applications and business opportunities that utilize the excess capacity of the RAN. The proposed solution must be flexible and able to evolve over time. The City encourages the Respondent to deploy a robust network based on industry practices as new technologies are proven effective in specific venues and applications. This may include advanced technologies such as Massive MU-MIMO configurations.
- ix. As this is a greenfield deployment, the City will prioritize Respondents that embrace OpenRAN standards to realize cost savings, future proof the City network, and to add flexibility for vendor mixing which widens the supply chain.
- x. For each eNodeB and RAN solution provided, the City requires the Offeror to provide the following information:
 1. Product description of all proposed RAN equipment.

2. System and node 3GPP compliance test report and associated integration and verification test reports for the proposed release.
 3. Dimensioning and capacity guidelines for all RAN equipment and software e.g., baseband unit (BBU) capacity, power amplifier power, Radio Resource Control connections, router transactions per second.
 4. Detailed RAN site configuration details for power, heating, ventilation and air conditioning, hardware and mechanical specifications and requirements.
 5. 3GPP Conformance and performance testing results.
 6. Proposed RAN network diagram with logical and physical connections to the City.
 7. Provide product roadmap support for 3GPP Release 16 and higher.
 8. RAN backhaul topology over City Institutional Fiber Network.
- xi. The wireless core is a mission critical network that needs to remain in operation 24x7x365. New Orleans has unique physical features that subject telecommunications infrastructure to weather-related risks. Typical call and data session processing require interconnection to an LTE Evolved Packet System (EPS). The EPS contains the nodes that consist of the Evolved Packet Core (EPC), Home Subscriber System (HSS) and Policy and Charging Rules Function (PCRF) and other ancillary support systems. These other ancillary support systems include the Operations & Maintenance (O&M), network monitoring and billing systems. Collectively we call these systems components the core network. In order to support standalone deployable operations, maintain local control (local breakout of the P-GW), ensure SLA performance and most importantly provide operational redundancy to the network, the City requires a load sharing, redundant core network to support the network.
- xii. With the advent of virtualization for most core elements, the City expects most solutions to embrace this technology innovation and provide it with an Open, distributed, redundant, load bearing, scalable, and cost affordable platform. Employing a technology where network slicing could be utilized would allow for new critical communications applications like intelligent transportation to be deployed within the City and enable a variety of commercial relationships that will help fully utilize the resources of the network.
- xiii. The Respondent is required to provide a minimum core network within the City that also enables the Respondent to sell wholesale services to third parties who may wish to connect to elements of the core.
1. The Respondent is also required to:
 - a. Provide product information on their 3GPP feature compliant LTE EPS and related elements that will comprise the core.

- b. Provide roadmap for future 3GPP releases including Next Generation Core support.
 - c. Dimensioning and capacity guidelines for all proposed core equipment and software including all virtualized elements, hardware, storage, and compute requirements.
 - d. Detailed site server configuration details for power, HVAC, hardware and mechanical specifications and requirements.
 - e. Proposed redundant core network diagram with logical and physical connections to the City.
 - f. Subscriber management proposal.
- xiv. The City of New Orleans has both unique public entertainment events, varying population density and a dense tree canopy. In order to supplement demand surge and provide emergency coverage, the use of deployable technologies will be necessary. Deployable technologies encompass a range of items, generally characterized as the following:
 - 1. Cell on Wheels (COW): a cellular base station on a trailer with an expandable antenna mast and usually a microwave or satellite link back to the main network
 - 2. Cell on Light Truck (COLT): a cellular base station on a light truck platform with an expandable antenna mast and usually a microwave or satellite link back to the main controller
 - 3. System on Wheels (SOW): a full base station and controller on a trailer/truck/big rig/etc. A SOW is a fully self-contained cellular system that can provide an island system with no need for satellite/microwave link back; applicability of this type of deployable technology may be limited if there is no Internet connectivity
 - 4. Unmanned Aerial Systems (UAS) and Robotics: Deployable UAS (e.g., drones) in the Class G uncontrolled airspace (400' Above Ground Level (AGL)), fixed, multi-rotor, and tethered UAS, some of which are capable of providing hot spot and wide-area coverage. Similar waterborne vehicles include Remotely Operated Vehicle (ROV) and Unmanned Underwater Vehicle (UUV)
 - 5. Other systems including vehicular network systems (VNS) and man-packs.
- xv. To the extent that City structures are used for the placement of Wi-Fi devices, Proposers using them will be expected to develop a “splash page” that includes the City logo and appropriate links to City resources related to the initiative. In addition, providers will be expected to share aggregate information with the City regarding network usage (e.g., the number of connections to Wi-Fi devices to permit the City to assess system usage and traffic pattern areas). The City does not request and is not interested in

receiving a Proposal that would provide it with personally identifiable information regarding network users.

- xvi. Proposers are expected to craft free service offerings so that the services are useable and so that the Internet can be accessed without undue delay or security risks. For example, if premium and free Wi-Fi connections are offered, the availability of the free service should be evident, and the system should be designed so that the steps and time required to complete a connection to the Internet are limited.

c. Smart City

- i. The City Of New Orleans seeks to expand Smart City opportunities, and add new capabilities, to become an exemplary Smart City in North America within three years and remain among the leaders for Smart City efforts around the world. The City's high-level objectives are improving mobility, accessibility, safety, and the quality of life for our residents and visitors.
- ii. Key objectives of this project are as follows:
 - 1. Conversation and operation of City owned and managed streetlight luminaires to energy efficient and networked Smart LED's throughout the City. The new Smart LED's will have a color temperature in accordance with DOT requirements and are to improve the consistency of aesthetics and lighting for both vehicular and pedestrian safety.
 - 2. Address any areas that are over or under-lit by providing uniform lighting throughout in accordance with DOT designs and standards.
 - 3. Maintain and improve the safety of the electrical infrastructure.
 - 4. Provide traffic monitoring cameras, IoT sensors, and fiber connectivity throughout the City corridors as determined by City stakeholders.
 - 5. Water sensing, water metering, and flood water projection.
 - 6. Kiosks and other revenue recuperation programs.
 - 7. Provide Smart LED Architectural lighting in predetermined zones.
 - 8. Access to the latest available smart technology, with room for modification or growth.
 - 9. Maintain security and privacy for the residents of the City. The City is committed to ensuring transparency and clarity of the practices on how data is being both projected and utilized by the Proposer and its vendors.
 - 10. Improve City operational and policy decision-making through data and analytics, through a data analytics platform.
 - 11. Upgrade and expand the City's connectivity infrastructure that will support the improvement and expansion of the initiatives described in this document.

12. The Proposer shall utilize neutral host carrier technologies and hardware.
 13. Access to latest available hardware and software technology.
 14. Conversion of all existing streetlights to Smart LED Lights and technology within 3 years of the Notice to Proceed.
- iii. The proposer shall furnish, configure, install, test, implement, and maintain a City owned Smart Mobility Platform that shall enable the City to monitor traffic and transit. The platform shall offer a consolidated and integrated view of all City operations. The integrated operations platform is expected to enable transformation of the City operations by enhancing situational awareness and providing the City data to make informed operational decisions.
 - iv. The platform must be able to integrate a multitude of mobility services, devices, and subsystems, at a minimum the Computer Aided Dispatching and Automated Vehicle Locating System and various Advanced Traffic Management Systems, streetlights, and other IoT applications and devices.
 - v. The platform must
 1. integrate devices using API's into this platform.
 2. Enable the City and its partners to define a standard data model for each operational service such as parking, lighting, etc.
 3. Enable Multi-tenant operations dashboards
 4. Have the ability to customize dashboards per the user and Departmental preferences
 5. Be able to provide API access based on roles and access control policies defined for each user and the key issued to that user
 6. Enable departments to take actions on configurable conditions, which are guided through workflows
 7. Be able to configure, manage, and monitor any distributed IoT modules from any operation center
 8. Allow for event handling and data handling
 9. Provide ways to define policies that make applications or things respond to external environments
 10. Have integrations with the network layer to proactively monitor any incidents on the network for active troubleshooting and triaging
 11. Be able to alert any incidents in the network proactively on command and control
 12. Allow users to invoke web conferencing sessions directly from the platform
 13. Integrate with City ESRI GIS Layer and street network map services with ability to show status of resources
 14. Provide Operators and Managers with a management dashboard that provides a real time status and is automatically updated when

- 15. Provide complete view of sensors, facilities, video streams and alarms in an easy-to-use and intuitive GIS enabled graphical interface with configurable workflow and business logic
 - 16. Have a visualization platform to view historic analytics and predictive models
 - 17. Be able to perform analytics, predictions across all County operations
 - 18. Have an easy to use interface with drag and drop facilities to build reports and analytics
 - 19. Have ability to connect to multiple data sources, REST/SOAP API's in real-time
 - 20. Be able to consume social media data streams for predictions
- vi. The City's web page must make data available to citizens and visitors in order to maintain transparency and foster continued public involvement in Smart City initiatives. In addition to depicting street congestion, the web site must illustrate real-time information for transportation and identify open on-street parking so people can better plan their journeys regardless of their intent. The system shall be configurable and include an open data platform using API technologies that enable bi-directional data sharing in order the update the City's web page in real time.
- 1. This functionality enhances the integration capabilities to leverage system data for other applications and facilitate various integration with other systems.
 - 2. All application data shall be made accessible via the open API.
 - 3. The City will own all data collected via the systems proposed to be built, installed, modified, or created under this contract, and awarded under any subsequent contract.
 - 4. The City will bear no liability or responsibility for the Proposers willful or non-willful security breach of such data, regardless of the circumstances of such breach.
 - 5. Proposer shall provide a plan outlining their understanding of the use of data collected, generated, identified, or transmitted in connection with the System. This includes data monetization, sale, and/or sharing. Data collected from sensors, once anonymized and aggregated at the block level, shall become intellectual property of the City. It may be stored in cloud configurations identified and managed by the successful proposer.
- vii. The successful respondent shall provide engineering services for the duration of the contract for required photometric analysis, designs, calculations, permitting, shop drawings, construction administration, as-builts, certifying of work performed. Engineering services will consist of

Professional Engineers with an approved State of Louisiana Professional Engineering Seal to address all items that are required to be sealed/signed, for example, plans, calculations, shop drawings, and as-builts.

1. A Lighting Master Plan shall include the following:

- a. Lighting analysis which shall be a detailed narrative that describes how a lighting analysis will be conducted and clearly identify the following:
 - i. A baseline photometric analysis for each corridor and remaining areas
 - ii. A lighting enhancement analysis for public and traffic safety
 - iii. Analysis for addressing under and over-lit areas
 - iv. Updating the City's Street Light ESRI Map layer
 - v. The proposed Smart LED Light or luminaire shall replace the existing light or luminaire style and be compatible to the existing luminaire arm or post.
 - vi. Compatibility of recently installed LED lights with a Smart LED lighting system (by placement of node, sensor, or transmitter)

b. Maintenance Plan

- i. The successful proposer shall prepare and submit for City approval a maintenance plan that demonstrates requirements that meets or exceeds the City's expectation of the following:
 - 1. The maintenance plan shall include coordination with other agencies and/or utility companies, for example, City Public Works and Entergy.
- ii. The successful proposer shall perform all activities necessary to keep the managed assets fully operating, properly functioning, with a minimum of 95% of the lights burning for any lighting type at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the managed assets and locating the managed assets, as may be necessary.

c. Upgrade Plan

- i. Provide a detailed narrative that describes the approach to address under-lit and over-lit areas, as well as, the approach to improve the City's lighting quality. The successful proposers upgrade plan must provide, at a minimum,
 1. A plan to optimize energy conservation, meet photometric requirements, and address any areas that are over or under-lit by providing uniform lighting.
 2. Engineering plans and or shop drawings of Smart LED light upgrades.
 3. Engineering Specification.
 4. Engineering calculations for the planned illumination system improvements that are indicated in this RFP.
 5. The successful proposer shall evaluate each existing streetlight as some may be obsolete due to their age, are unable to be retrofitted, and/or the possibility that portions of the existing light assembly are no longer manufactured. Proposed upgrades are not only for the Smart LED lights, but could also consist of other necessary items for the functioning of the streetlights. The successful proposer will coordinate these issues with City staff.
2. The system shall at a minimum monitor, diagnose and control all of the following aspects of luminaire function, and any others pertinent to the operation of the luminaires.
 - a. The monitoring system shall be installed and tested prior to street light conversions.
 - b. Monitor individual luminaire operational status (e.g. incorrectly off, incorrectly dimmed) in real time.
 - c. Check individual luminaires' operational status (e.g. off, dimmed, unresponsive).
 - d. Check individual luminaires' operational history.
 - e. Check individual luminaires' precise location.
 - f. Check individual luminaires' energy usage.
 - g. Monitor inventory of all assets: luminaire, pole, small cell and any devices installed through the resultant contract.
 - h. Control the state of individual luminaires between on, off, and dimmed.

- i. Control the state of individual luminaires as in previous item via onboard software not dependent upon communication with the control network.
 - j. Control the state of individual luminaires as in previous item via onboard hardware.
 - k. Monitor device warranty, system failures/outages, and response times.
- d. The wireline, Smart City, and wireless networks are intended to be mission critical networks. The systems must be available 24 hours a day, every day, on a non-stop, fault tolerant basis. Typical networks often refer to this as “5 nines” systems. This term refers to 99.999% availability or approximately 5.26 minutes of downtime per year. The Respondent should use industry accepted best practices to ensure that all equipment, software, and network designs ensure optimal performance. These metrics include:
 - i. Availability – An item to be in the state to perform a required function at a given instant of time or at any instant of time within a given time interval, assuming that external resources required, if required are provided, e.g., “uptime.”
 - ii. Restorability – When a disruption occurs, services must be capable of being re-provisioned, repaired, or restored to required service levels on a priority basis.
 - iii. Reliability – The probability that a service can perform a required function under stated conditions for a given time interval. i.e. Mean Time Between Failure (MTBF) and Failure Rate.
 - iv. Integrity – The degree to which service is provided without excessive impairments, once obtained.
- e. The Respondent will provide the technology and implementation strategy to enable the networks to operate at maximum performance. This will include the following, but is not limited to:
 - i. Fault tolerant or high availability software and hardware platforms.
 - ii. Redundant hardware and power backup solutions
 - iii. Product and implementation details on virtualization or cloud-based implementations of the network.
- f. Security. The Respondent will describe their cybersecurity approach, covering, at a minimum, the following topics.
 - i. Describe in detail how data privacy is maintained, particularly individual citizen data.
 - ii. Describe the solutions use of and support for secure protocols to safeguard data in transit and at rest.
 - iii. Describe the solutions support for encryption in backups and in replicated sets.
 - iv. Describe how your solution handles data recovery or the ability to roll back in the event of human or system error.

- v. What protocols have been established for dealing with unauthorized access to or disclosure of confidential data?
- vi. Describe what data validation the solution performs on records as they are created or edited and indicate whether this is different for batch jobs as compared to single records.
- vii. Describe how the solution tracks changes to records. Is there an audit trail for edits? Is it possible to revert to previous versions of a record?
- viii. Describe the extent to which the solution has been designed to comply with laws and regulations governing the storage and use of protected user data
- ix. Other than the provision of reports for the City, please describe in detail how you will sell, share, manipulate, aggregate, package, or otherwise monetize data obtained through the platform, detailing which data shall be used and how and identifying potential third parties that may be involved.
- x. Proposers should provide a plan outlining their understanding of the use of data collected, generated, identified, or transmitted in connection with the Smart City, Wireless and Wireline project. This includes data monetization, sale, and/or sharing. Proposers should also detail how they plan to address and limit bias in their analytics and algorithms. Data collected from sensors, once anonymized and aggregated at the block level, shall become intellectual property of the City. It may be stored in cloud entities identified and managed by the Selected Proposer. City IoT deployments must protect and respect the privacy of residents and visitors. The City is committed to being open and transparent about data collection, processing and use.
- xi. Data Management: Proposers will create a data management plan that will describe how data will be collected, managed, integrated, and disseminated before, during, and after the Smart City Project.
- xii. The plan will include privacy provisions which will document how the City and the Selected Proposer will collect, store, strip, suppress, and disseminate information internally and externally. The plan will consider all aspects of Personally Identifiable Information (PII) and Sensitive information.
- xiii. A successful proposer shall prepare for City approval a technical solution that defines the security for all aspects of the streetlights, including but not limited to:
 - 1. Streetlight communications shall authenticate all inbound requires via a City-approved mechanism.
 - 2. Streetlight communications shall be capable of providing configurable authentication on all outbound requests.
 - 3. Streetlights will encrypt all communications across the network at AES256 or better.

4. Streetlight enclosures and fixtures will be physically secure and fortified, including access to any physical diagnostics connection port.
 5. Streetlight physical diagnostic connection ports will use the same encryption and authentication protocols as remote network connections.
- g. The Proposer shall provide a program to educate, train and teach City personnel in all details of the equipment and the System that shall enable the personnel to monitor the System.
- i. Training shall include:
 1. Course development, handouts, manuals, classroom aids, and all other items required to train City staff. Hands-on classes shall be included in the training program.
 - ii. Training curriculum shall be approved by the City and shall include but not limited to:
 1. Sessions every 6 months for the first 5 years, annually for major software releases thereafter for the remainder of the contract term.
 2. Demonstrated access to lighting management system
 3. The ability to access and generate reporting
 4. Integration and access to the City's 3rd party applications
 5. Address troubleshooting
 6. Address the alert notification system
9. Closeout Submittals
- a. As-Built Set
 - i. The Proposer's Engineer of Record in responsible charge of the Project's design shall professionally endorse the As-Built Plans, the special provisions and all reference and support documents.
 - ii. The Proposer shall complete the As-Built Plans as the Project is being constructed. All changes made subsequent to the "Released for Construction" plans shall be signed by the Engineer of Record. The As-Built plans shall be submitted upon completion of field construction activities and prior to the beginning of operational testing and acceptance as a condition precedent to the notice of final completion.
 - iii. As-Built plans shall include GPS locations of all newly installed ITS infrastructure, field elements, pull boxes, splice boxes, and conduit routing to an ESRI Geodatabase format. GPS locations shall be recorded at sub-meter accuracy.
 - b. All hardware and software provided by the Proposer shall have the latest stable firmware or software version installed and any necessary upgrades available at the time of final completion. All As-Built documents shall be produced electronically using City supported software, signed and sealed by the Proposer's Engineer of Record, and submitted by the Proposer to the City as a condition precedent to

issuance of Final Completion. The final approved As-Built documents shall be submitted to the City as a prerequisite to final completion.

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SECTION 11.2.

THE FOLLOWING DOCUMENTS MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

INSTRUCTIONS:

- **Documents must be signed by an authorized representative of the entity or it will not be accepted.**
- **For Affidavits: the document must be notarized, or it will not be accepted.**
- **For Affidavits: Affiant MUST select when required or the affidavit will not be accepted.**

Instructions sheet may be omitted when submitting the affidavit

ATTACHMENT B
CITY OF NEW ORLEANS
DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

I - DBE PROGRAM COMPLIANCE

The requirements of the City of New Orleans ("City") Disadvantaged Business Enterprise ("DBE") Program apply to this Agreement. It is the policy of the City to practice nondiscrimination based on social and economic disadvantage, race, color, gender, disability and national origin in the award and performance of contracts.

In consideration of this policy and pursuant to Division 2 of Article IV of Chapter 70 of the Code of the City, the City enacted the DBE Program for all City contracts.

Contractor agree to use its best efforts to fully and completely carry out the applicable requirements of the City's DBE Program in the award and administration of this Agreement, including without limitation, all reporting requirements and established DBE participation percentage. The Contractor's failure to carry out these requirements, as determined in good faith by the City's Office of Supplier Diversity ("OSD"), shall be deemed a material breach of this Agreement. This material breach may result in the termination of this Agreement and/or the pursuit of any other remedies available to the City under any applicable law, ordinance, or rule, including, but not limited to those set forth in the City's Policy Memorandum for the DBE Program

II - DBE CONTRACT GOAL

The requested DBE Contract Goal is listed in the contract section of the invitation to bid.

NOTE: All non-public works contracts have a default goal of 35% DBE participation.

Participation shall be counted toward meeting the contract goal based on the following:

1. Only business entities certified as SLDBE or LAUCP-DBE are counted toward the contract DBE participation goal.
2. The Bidder/Proposer may count only the total dollar value of the subcontract awarded to certified DBE subcontractor/supplier(s) toward the contract goal.
3. A Bidder/Proposer can count 100 % of the DBE's participation provided that the DBE has committed to performing at least 51% of the work with its own forces.
4. Bidder/Proposer may count 100 % of DBE Manufacturer Supplier's participation and 60 % of DBE Non-Manufacturer supplier's participation toward its contract goal.
5. When the Bidder/Proposer is in a joint venture with one or more DBE business entities, the OSD, after reviewing the joint venture agreement, shall determine the percent of participation that will be counted toward the contract goal.

6. Bidder/Proposer may count toward its contract goal only those DBE subcontractors/suppliers performing a Commercially Useful Function.

“DBE Commercially Useful Function means” a discrete task or group of tasks, the responsibility for performance of which shall be discharged by the DBE firm by using its own forces or by actively supervising on-site the execution of the tasks by another entity for whose work the DBE firm is responsible. In determining whether a certified firm is performing a commercially useful function, factors including, but not limited to, the following shall be considered:

- a. Whether the business entity has the skill and expertise to perform the work for which it is being utilized and possesses all necessary licenses;
- b. Whether the firm is in the business of performing, managing, or supervising the work for which it has been certified and is being utilized;
- c. Whether the DBE subcontractor is performing a real and actual service that is a distinct and verifiable element of the work called for in a contract.
- d. Whether the DBE subcontractor performed at least thirty percent (30%) of the cost of the subcontract (including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own forces.

III - DBE DIRECTORY

Contractors may only utilize certified SLDBE and/or Louisiana Unified Certification Program (LAUCP) DBE firms from the following lists to meet the City's DBE Program goals.

- a. Contractors agree to utilize the City's SLDBE directory of certified firms as a first source when searching for certified DBE business entities. The SLDBE directory includes entities certified through Sewerage and Water Board of New Orleans, New Orleans Aviation Board and Harrah's New Orleans. The SLDBE directory is available at www.nola.gov.
- b. The Louisiana Unified Certification Program (“LA UCP”) directory is available at www.dotd.louisiana.gov.

Information on locating these directories may also be requested from the OSD at supplierdiversity@nola.gov.

IV - GOOD FAITH EFFORT POLICY

In accordance with Sec.70-461 of the City Code, the City shall reject any bid and shall not award, enter into or amend any contract that is not supported by documentation establishing that the Bidder/Proposer has met the applicable contract DBE participation Goal or made Good Faith Efforts to the applicable contract DBE participation goal.

Good Faith Efforts are steps taken to achieve a contract DBE participation goal or other requirements which, by their scope, intensity and usefulness demonstrate the Bidder's or Proposer's responsiveness to fulfilling the City's DBE Program goals prior to the award of a contract, as well as the Contractor's responsibility to put forth measures to meet or exceed the contract DBE participation goal throughout the duration of the contract.

The OSD shall be responsible for determining whether a Bidder/Proposer has made their best efforts to achieve the DBE Program contracting objectives. In making this determination, the DBE Compliance Officer shall consider the following factors:

A. SPECIFIC PORTIONS OF WORK IDENTIFIED FOR DBE SUBCONTRACTOR:

- i. Bidder/Proposer listed all selected scopes or portions of work to be performed by DBEs in order to increase the likelihood of meeting the contract goal for the project
- ii. Bidder/Proposer listed the estimated value of each scope or portions of work identified.

B. NOTIFYING CERTIFIED DBEs OF CONTRACTING OPPORTUNITIES:

- i. Bidder/Proposer contacted the OSD to request submission of subcontracting opportunities on the DBE Opportunities page.
- ii. Bidder/Proposer included a copy of each announcement or notification.

C. INITIAL SOLICITATION & FOLLOW-UP:

- i. Bidder/Proposer listed all certified DBE firms that received written notification of work items to be subcontracted and documented the certified firm's response.
- ii. Bidder/Proposer included copies of the written notice(s) sent to certified firms.

D. NEGOTIATE IN GOOD FAITH:

- i. Bidder/Proposer provided an explanation for any rejected DBE bid or price quotation.
- ii. Bidder/Proposer included a copy of the written rejection notice including the reason for rejection to the rejected DBE firm.

If a Bidder/Proposer fails to submit documented Good Faith Efforts as outlined, the bid shall be considered non-responsive.

The OSD may take into account the performance of other Bidders/Proposers in meeting the contract DBE participation goal and may, if deemed advisable, request further information, explanation or justification from any Bidder/Proposer. For example, Bidder's past performance on similar contracts with similar scopes and/or a Proposer's prior history utilizing DBEs will also be taken in consideration when determining Good Faith Efforts.

Good Faith Efforts shall be monitored throughout the life of the contract and evaluated on a case-by-case basis in making a determination whether a Bidder or Proposer is in compliance with the Good Faith Effort policy.

To obtain a copy of the Good Faith Effort Policy contact OSD at supplierdiversity@nola.gov.

V - REQUIRED DBE FORMS for BIDs/RFPs/RFQs

A. BIDs:

In accordance with Louisiana Public Bid Law, the two apparent lowest bidders on an invitation to bid shall complete and submit all required post bid documents within three (3) business days of the bid opening. If the required post bid documents are not received within three (3) business days of the bid opening it shall be determined that bidder was non-responsive.

The following DBE documents must be received within three (3) business days of the bid opening:

1. **DBE Compliance Form-1:** This form is used to establish your DBE commitment on a City of New Orleans bid, RFP or solicitation response. The Bidder shall provide a list of all proposed DBE subcontractor(s).

If the Bidder has attained the amount of DBE participation to meet the contract goal, only submit DBE Compliance Form-1.
2. **DBE Compliance Form-2:** This form is used to document Good Faith Efforts when the amount of DBE participation committed on DBE Compliance Form-1 is less than the Contract Goal. The Bidder shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on DBE Compliance Form-2.
3. After receipt and review of the required post-bid documents, the OSD will determine if the Bidder has provided valid DBE Compliance Forms and (if applicable) evidence of demonstrated Good Faith Efforts.

Thereafter, the Bidder/Contractor shall be bound by the established percentage, as approved by the OSD.

B. Request for Proposals ("RFP") / Request for Qualifications ("RFQs"):

To ensure the full participation of DBE's in all phases of the City's procurement activities, all Proposers at time of proposal submission shall complete and submit a DBE Participation Plan.

1. **DBE Participation Plan (Attachment "C"):** A completed DBE Participation Plan shall be considered a methodology on how the Proposer plans to meet the contract DBE participation goal if awarded the project.
 - a. If a DBE Participation Plan (Attachment "C") is not submitted, it shall be determined that the Respondent was non-responsive to the DBE provisions and the proposal will not be evaluated by the selection committee.
2. Within ten (10) days of the City's issuance of the Notice to Award letter, the selected Proposer shall complete and submit a DBE Compliance Form-1: This form is used to establish your DBE commitment on a City Bid, RFP or solicitation response. The selected Proposer shall provide a list of all proposed DBE subcontractor(s).

- a. If the amount of DBE participation committed on DBE Compliance Form-1 is less than the Contract Goal, the selected Proposer shall complete DBE Compliance Form-2: This form is used to document Good Faith Efforts when the amount of DBE participation committed on DBE Compliance Form-1 is less than the contract DBE participation goal. The selected proposer shall provide all required supporting documentation of demonstrated Good Faith Efforts as specified on DBE Compliance Form-2.

The OSD shall review the contents of all required DBE Compliance Forms and may, if deemed advisable, request further information, explanation or justification from any Bidder/Respondent. Thereafter, the Contractor shall be bound by the established percentage, as approved by the OSD.

VI - CONTRACTOR COOPERATION

The Contractor shall:

1. Designate an individual as the “DBE Liaison” who will monitor the Contractor’s DBE participation as well as document and maintain records of “Good Faith Efforts” with DBE subcontractors/suppliers (“DBE Entities”).
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Contractor shall provide the DBE Compliance Officer (“DBECO”) with copies of said contracts within thirty (30) days from the date the Agreement is fully executed between the City and the Contractor.
 - b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.
3. Establish and maintain the following records for review upon request by the OSD:
 - a. Copies of written contracts with DBE Entities and purchase orders;
 - b. Documentation of payments and other transactions with DBE Entities;
 - c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of “Post-Award Good Faith Efforts” for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;
 - d. Any other records required by the OSD.

The Contractor is required to maintain such records for three (3) years after completion or closeout of the Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online “Contract Compliance Monitoring System” or other means approved by the OSD.
 - a. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to

proceed (or equivalent document) issued by the City to the Contractor. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.

- b. Reports are required even when no activity has occurred in a monthly period.
 - c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.
 - d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.
5. Conform to the established percentage as approved by the OSD.
- a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.
 - b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.
 - c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

VII - POST-AWARD MODIFICATION

The OSD may grant a post-award modification request if:

- a. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form -1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or
- b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

VIII - MONITORING DBE PARTICIPATION

To ensure compliance with DBE requirements during the term of the Agreement, the DBECO will monitor the Contractor' use of DBE subcontractors/suppliers ("**DBE Entities**") through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

IX - FAILURE TO COMPLY

If the DBECO determines in good faith that the Contractor failed to carry out the requirements of the DBE Program, such failure shall be deemed a material breach of this Agreement. This material breach may result in the termination of the Agreement and/or the pursuit of any other remedies available to the City under any applicable law, ordinance, or rule, including, but not limited to those set forth in the City's Policy Memorandum for the DBE Program.

All DBE Compliance forms are maintained by the OSD and are subject to change.

Please contact the OSD at supplierdiversity@nola.gov to request a copy of all DBE referenced documents.

**DBE COMPLIANCE FORM-1, FORM-2 AND FORM-3 ARE
ATTACHED SEPARATELY TO THIS RFP ON THE SUPPLIER
PORTAL**

[ATTACHMENTS B THRU I ON FOLLOWING PAGES]

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ATTACHMENT C
CITY OF NEW ORLEANS
AFFIDAVIT OF CONFLICT OF INTEREST DISCLOSURE

STATE OF _____

COUNTY/PARISH OF _____

Before me, the undersigned authority, came and appeared _____, who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of _____
_____, hereafter called "Respondent."

2. The Respondent submits the attached proposal in response to City of New Orleans Solicitation No. _____.

3. The Respondent hereby confirms that a conflict(s) of interest (*check the applicable box*)

- ☐ does not exist
- ☐ exists
- ☐ may exist

in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with city officials or employees.

(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).

Respondent Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this ____ day of _____, 20____.

Notary Public (signature)

Notary Public (print)

Notary ID#/Bar Roll # _____

[ATTACHMENTS D THRU I ON FOLLOWING PAGES]

SECTION 11.3.

**CONTRACT TERMS AND CONDITIONS AND
INSURANCE**

ATTACHMENT D

CITY OF NEW ORLEANS

INSURANCE REQUIREMENTS

ARTICLE VI - Insurance Requirements

Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the Contractor will maintain the following insurance in full force and effect for the duration of the work under this Agreement. Evidence of coverage shall be provided prior to the start of any activities/work, in conjunction with the Contractor's scope of work under the Agreement.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City:

Minimum Requirements:

Workers' Compensation & Employers Liability Insurance in compliance with the Louisiana Workers' Compensation Act(s). Statutory and Employers Liability Insurance with limits of not less than \$1,000,000.

Commercial General Liability Insurance including contractual liability insurance, products and completed operations, personal & advertising injury, bodily injury, property damage, abuse and molestation, and any other type of liability for which this Agreement applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate.

Automobile Liability Insurance with a combined single limit of liability of not less than \$1,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicles.

Cyber Liability Insurance to the Contractors profession, with limits of liability of not less than \$1,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Policy shall be sufficiently broad to include but not limited to coverage for losses arising from the breach of information security or cyber liability including Errors & Omission, Security and Privacy Liability, Media Liability, involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

Professional (Errors & Omission) Liability Insurance appropriate to the Contractors profession with limits of liability of not less than \$1,000,000 per occurrence or claim / \$2,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement.

Policy shall be kept in force and uninterrupted for a period of three (3) years beyond policy expiration. If coverage is discontinued for any reason during this three (3) year term, Contractor must procure and evidence full extended reporting period (ERP) coverage.

Umbrella/Excess Liability – Umbrella/Excess policies must Follow Form of the underlying policies.

Important: Contractors shall be able to meet the above referenced specific policy limits of liability through a combination of primary and umbrella /excess coverage

The obligations for the Contractor to procure and maintain insurance shall not be constructed to waive or restrict other obligations.

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor from any liability incurred as a result of their activities/operations in conjunction with the Contractor's obligations and/or Scope of Work. Contractor shall be responsible for any losses, expenses, damages, claims and/or suits of any kind which exceed the Contractor's limits of liability that arise from the performance of work under the Contract.

Additional Insured Status: The Contractor and all Subcontractors (where applicable) will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers as "Additional Insureds" on the CGL and AL policies with respect to liability arising out of the performance of this agreement. Additional Insured status can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Contractor shall require and verify that all Subcontractors maintain insurance and coverage limits meeting all the requirements stated herein or the Sub-contractor liability shall be covered by the Contractor. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate Holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06 – City Hall, New Orleans LA 70112.

The Additional Insured box shall be marked "Y" for Commercial General Liability and Auto Liability coverage. The Subrogation Waiver Box must be marked "Y" for Workers Compensation/Employers Liability and Property.

Primary Coverage: For any claims related to this agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractor's coverage.

Claims Made Policies: If applicable, the retroactive date must be shown and must be before the date of the agreement or the beginning of work. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 3 years after the termination of this agreement.

Waiver of Subrogation: The Contractor and its insurers agree to waive any right of subrogation which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this agreement.

Notice of Cancellation: Each insurance policy required above shall not be canceled, expire, or altered except without prior notice to the City of no less than 30 days.

Acceptability of Insurers: Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

Notice: The Contractor will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112- Ref.: CEA) the following documents, within 10 calendar days of the City's request:

Copies of all policies of insurance, including all policies, forms, and endorsements:

Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement.

Special Risks or Circumstances: The City of New Orleans shall reserve the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer coverage, or other circumstances.

[ATTACHMENTS E THRU I ON FOLLOWING PAGES]

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ATTACHMENT E
CITY OF NEW ORLEANS
CITY CONTRACT TERMS AND CONDITIONS

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7. <u>COMPLIANCE WITH CITY'S HIRING REQUIREMENTS - BAN THE BOX</u>	28. <u>NO THIRD PARTY BENEFICIARIES.</u>
8. <u>CONFLICT OF INTEREST.</u>	29. <u>NON-EXCLUSIVITY.</u>
9. <u>CONSTRUCTION OF AGREEMENT.</u>	30. <u>NON-SOLICITATION.</u>
10. <u>CONVICTED FELON STATEMENT.</u>	31. <u>NON-WAIVER.</u>
11. <u>COST RECOVERY.</u>	32. <u>OWNERSHIP INTEREST DISCLOSURE.</u>
12. <u>DECLARED DISASTER.</u>	33. <u>PAYMENT.</u>
13. <u>DISADVANTAGED BUSINESS ENTERPRISE ("DBE") PROGRAM.</u>	34. <u>PERFORMANCE MEASURES.</u>
14. <u>DURATION.</u>	35. <u>PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT.</u>
15. <u>EMPLOYEE VERIFICATION.</u>	36. <u>PROHIBITION ON POLITICAL ACTIVITY.</u>
16. <u>ENTIRE AGREEMENT.</u>	37. <u>REMEDIES CUMULATIVE.</u>
17. <u>FAMILIARITY WITH LAWS</u>	38. <u>SEVERABILITY.</u>
18. <u>NON-DISCRIMINATION.</u>	39. <u>SUBCONTRACTOR REPORTING.</u>
19. <u>EXCLUSIVE JURISDICTION AND VENUE.</u>	40. <u>SURVIVAL.</u>
20. <u>EXTENSION.</u>	41. <u>SUSPENSION.</u>
21. <u>FORCE MAJEURE.</u>	42. <u>TERMINATION FOR CAUSE.</u>
	43. <u>TERMINATION FOR CONVENIENCE.</u>

44. TERMINATION FOR NON-APPROPRIATION.

45. TERMS BINDING.

1. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE.

The Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this Contract, that the City shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

2. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE.

The Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this Contract for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this Contract, or agreement for hire, and in connection with unemployment compensation only, that:

- a. The Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and
- b. Services to be performed by the Contractor are outside the normal course and scope of the City's usual business; and

46. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS.

- c. The Contractor has been independently engaged in performing the services listed herein prior to the date of this Contract.

Consequently, neither the Contractor nor anyone employed by the Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

3. ASSIGNABILITY. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same without prior written consent of the City.

4. AMENDMENT. The Contract shall not be modified except by written amendment executed by duly authorized representatives of the parties.

5. AUDIT AND INSPECTION:

- a. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Contract maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the City.

- b. The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Contract. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

6. CHOICE OF LAWS. This Contract shall be construed and enforced in accordance with the laws of the State of Louisiana, without regard to its conflict of laws provisions.

7. COMPLIANCE WITH CITY'S HIRING REQUIREMENTS - BAN THE BOX.

A. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

B. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains

noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.

C. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.

D. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

8. CONFLICT OF INTEREST. In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City.

9. CONSTRUCTION OF AGREEMENT. Neither party will be deemed to have drafted the Contract. The Contract has been reviewed by all parties and will be construed and

interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of the Contract will be construed or resolved in favor of or against the City or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of the Contract are provided for convenience only and are not intended to have effect in the construction or interpretation of the Contract. Where appropriate, the singular includes the plural, and neutral words and words of any gender include the neutral and other gender.

10. CONVICTED FELON STATEMENT. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

11. COST RECOVERY. In accordance with Section 2-8.1 of the Municipal Code entitled “Cost recovery in contracts, cooperative endeavor agreements, and grants,” to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

12. DECLARED DISASTER.

A. Declaration. During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the City on an as-needed and task-order-driven basis. Because of the uncertainty of the scale and/or type of emergency, the services to be provided

by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide a range of services. Said services may need to be rendered on a continual basis (24 hours / 7 days per week) during the declaration of an emergency.

B. Task Order. Notification and Personnel. Prior or during the declaration of an emergency, the City will notify the Contractor via task order if the City requires the Contractor’s support. Upon activation by task order, the Contractor will provide the City with contact information of personnel assigned to the task order; and coordinate with the City to identify any personnel available to meet the City’s needs.

C. Purchase Order. Once services are identified, the City will issue a purchase order to the Contractor. The City will issue a subsequent purchase order in case of additional needs for services, or may issue a modified purchase order if changes are made to the initial purchase order.

D. The Contractor will ensure that the City is provided with timely and accurate reports and other documentation, as requested.

13. DISADVANTAGED BUSINESS ENTERPRISE (“DBE”) PROGRAM.

A. In General. The Contractor agrees to abide by the City Code sections 70-496, *et seq.*, to use its best efforts to carry out all applicable requirements of the City’s DBE Program for the administration of this Agreement, as set forth in the City Code and any applicable rules adopted thereunder. The City’s Office of Supplier Diversity (“OSD”) oversees the DBE Program and assigns a DBE Compliance Officer (“DBECO”) to ensure compliance.

B. Monitoring. To ensure compliance with DBE requirements during the term of this Agreement, the DBECO will monitor the Contractor's use of DBE subcontractors/suppliers ("DBE Entities") through the following actions:

1. Job site visits;
2. Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;
3. Routine audits of contract payments to all subcontractors;
4. Reviewing of records and reports; and/or
5. Interviews of selected personnel.

The DBECO may schedule inspections and on-site visits with or without prior notice to the Contractor or DBE Entities.

C. Cooperation. The Contractor shall:

1. Designate an individual as the "DBE Liaison" who will monitor the Contractor's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.
2. Execute written contracts with DBE Entities that meet the applicable DBE goals.
 - a. The Contractor shall provide the DBECO with copies of said contracts within thirty (30) days from the date this Agreement is fully executed between the City and the Contractor.

- b. The Contractor shall agree to promptly pay subcontractors, including DBE Entities, in accordance with law.

3. Establish and maintain the following records for review upon request by the OSD:

- a. Copies of written contracts with DBE Entities and purchase orders;
 - b. Documentation of payments and other transactions with DBE Entities;
 - c. Appropriate explanations of any changes or replacements of DBE Entities, which may include a record of "Post-Award Good Faith Efforts" for each certified firm that the Contractor does not use in accordance with the approved DBE participation submission;
 - d. Any other records required by the OSD.

The Contractor is required to maintain such records for three (3) years after completion or closeout of this Agreement. Such records are necessary to determine compliance with their DBE obligations.

4. Post monthly payments and submit regular reports to the DBECO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD.

- a. The Contractor shall submit the initial report outlining DBE participation within thirty (30) days from the date of notice to proceed (or equivalent document) issued by the City to the Contractor.

Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth (15th) day of each month until all DBE subcontracting work is completed.

- b. Reports are required even when no activity has occurred in a monthly period.

- c. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation.

- d. The Contractor may also be required to attach or upload copies of canceled checks or bank statements that

identify payer, payee and amount of transfer to verify payment information as indicated on the form.

5. Conform to the established percentage as approved by the OSD.

- a. The total dollar amount of the Agreement shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered.

- b. No changes to the established percentage and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD.

- c. The City will not adjust the contract for any increase in cost due to replacement of DBE Entities.

D. Post-Award Modification.

The OSD may grant a post-award modification request if:

- a. for a reason beyond the Contractor's control, the Contractor is unable to use the certified DBE entity

submitted on DBE Compliance Form-1 to perform the specified work. The Contractor must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination of that the DBE submitted on Compliance Form - 1 is unable to perform the specified work. In such case, the Contractor shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE entity to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Agreement will also apply to the substitution of DBE subcontractors during the performance of the Agreement; or

- b. the Contractor reasonably believes that, due to a change of scope, execution of the work in accordance with the directions

from the City is unlikely to meet the established percentage or terms. In such case, the Contractor shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining work on the Agreement.

14. DURATION. The services to be provided under the terms of this Contract shall begin upon execution of Contract and shall end no later than twelve (12) months after. It is understood and acknowledged by all signers to this Contract that work described under these terms is to be accomplished during the time period specified herein.

15. EMPLOYEE VERIFICATION. The Contractor swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. The Contractor further acknowledges and agrees that it shall be liable for any additional costs

incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Contractor will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the Contractor fails to provide such the requested affidavit or violates any provision of this paragraph.

16. ENTIRE AGREEMENT. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

17. FAMILIARITY WITH LAWS

The Contractor shall be familiarized with and shall comply with all applicable Federal and State Laws, parish/municipal ordinances, resolutions, and the rules and regulations of all authorities having jurisdiction over the Agreement.

These laws and/or ordinance will be deemed to be included in the Agreement, the same as though herein written in full.

18. NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where

applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. The City may terminate this Agreement for cause if the Contractor fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

19. EXCLUSIVE JURISDICTION AND VENUE. For all claims arising out of or related to this Contract, the Contractor hereby consents and yields to the jurisdiction of the Civil District Court for the Parish of Orleans, and expressly waives any (A) pleas of jurisdiction based upon Contractor's residence and (B) right of removal to federal court based upon diversity of citizenship.

20. EXTENSION. This Contract may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by the City for four (4) additional one-year terms.

21. FORCE MAJEURE.

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of the City, provided such event was not caused by the negligence or misconduct of the City, by the failure of the City to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
 - a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
 - b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to the Contractor

and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

22. INCORPORATION INTO SUBCONTRACTS. The Contractor will incorporate these Contract Terms and Conditions into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with these provisions.

23. INDEMNIFICATION.

A. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Contract; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Contract.

B. Limitation. The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its

agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

24. INDEPENDENT CONTRACTOR STATUS. The Contractor is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

25. INVOICING. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information: invoice number, contract or purchase order number issued by the City, and the name of the city department to be invoiced. The City may require changes to the form or the content of the invoice. The City may

also require additional supporting documentation to be submitted with invoices.

26. LIMITATIONS OF THE CITY'S OBLIGATIONS. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

27. LIVING WAGES.

A. Definitions. Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. Compliance. To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");
2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and
3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. Current Living Wage. In accordance with the Living Wage

Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$11.19. The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economic-development/workforce-development/>.

D. Adjusted Living Wage. In accordance with Section 70-806(2) of the City Code, the Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.

E. Subcontract Requirements. As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

F. Reporting. On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage

during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite
1800
New Orleans, Louisiana 70112

G. Compliance Monitoring.

Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “OWD”) and/or the Chief Administrative Office (“CAO”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

H. Remedies. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the

pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

28. NO THIRD PARTY BENEFICIARIES.

The Contract is entered into for the exclusive benefit of the City and the Contractor, and the City and the Contractor expressly disclaim any intent to benefit anyone not a party to this Contract.

29. NON-EXCLUSIVITY. This Contract is non-exclusive and the Contractor may provide services to other clients, subject to the City’s approval of any potential conflicts with the performance of this Contract and the City may engage the services of others for the provision of some or all of the work to be performed under this Contract.

30. NON-SOLICITATION. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject Contract.

31. NON-WAIVER. The failure of the City to insist upon strict compliance with any provision of the Contract, to enforce any right or to seek any remedy upon discovery of any default or breach of the Contractor at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of the City’s right to insist upon such compliance, exercise such right or seek such remedy with respect to that default

or breach or any prior contemporaneous or subsequent default or breach.

32. OWNERSHIP INTEREST DISCLOSURE.

The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

33. PAYMENT. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), or rendered, and approved by the City after receipt by the City of properly submitted invoice via the City's supplier portal.

34. PERFORMANCE MEASURES.

A. Factors. The City will measure the performance of the Contractor according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; staff turnover; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices,

insurance certificates, and computer-generated reports).

B. Failure to Perform. If the Contractor fails to perform according to the Agreement, the City will notify the Contractor. If there is a continued lack of performance after notification, the City may declare the Contractor in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

35. PROHIBITION AGAINST FINANCIAL INTEREST IN AGREEMENT.

No elected official or employee of the City shall have a financial interest, direct or indirect, in the Contract, including through any financial interest held by the spouse, child, or parent. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, will render this Contract voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the Contractor pursuant to this Contract without regard to the Contractor's satisfactory performance.

36. PROHIBITION ON POLITICAL ACTIVITY.

None of the funds, materials, property, or services provided directly or indirectly under the terms of this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidate for public office.

37. REMEDIES CUMULATIVE. No remedy set forth in the Contract or otherwise conferred upon or reserved to

any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

38. SEVERABILITY. If a court of competent jurisdiction finds any provision of the Contract to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or, if reformation is not possible, the unenforceable provision will be fully severable and the remaining provisions of the Contract will remain in full force and effect and will be construed and enforced as if the unenforceable provision was never a part the Contract.

39. SUBCONTRACTOR REPORTING. The Contractor will provide a list of all natural or artificial persons who are retained by the Contractor at the time of the Contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the City. For any subcontractor proposed to be retained by the Contractor to perform work on the Contract with the City, the Contractor must provide notice to the City within thirty (30) days of retaining that subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after thirty (30) days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

40. SURVIVAL. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership,

indemnification, payment, remedies, jurisdiction, venue, choice of law, and warranties shall survive the expiration, suspension, or termination of the Contract and continue in full force and effect.

41. SUSPENSION. The City may suspend this Contract at any time and for any reason by giving two (2) business day's written notice to the Contractor. The Contractor will resume work upon five (5) business day's written notice from the City.

42. TERMINATION FOR CAUSE. The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective thirty (30) days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

43. TERMINATION FOR CONVENIENCE. The City may terminate this Contract at any time during the term of the Contract by giving the Contractor written notice of the City's intention to terminate at least thirty (30) days before the date of termination.

44. TERMINATION FOR NON-APPROPRIATION. This Contract will

terminate immediately in the event of non-appropriation of funds sufficient to maintain this Contract without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Contract.

45. TERMS BINDING. The terms and conditions of the Contract are

binding on any heirs, successors, transferees, and assigns.

46. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering into this Contract that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

[ATTACHMENTS F THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

SECTION 11.4.

THE DOCUMENTS IN THIS SECTION MUST BE COMPLETED AND SUBMITTED TO THE CITY UPON REQUEST FROM THE DEPARTMENT ADMINISTERING THE CONTRACT BUT PRIOR TO THE EXECUTION OF THE CONTRACT.

OTHER DOCUMENTS WILL BE REQUIRED. THE DEPARTMENT WILL SUBMIT THE REQUEST TO THE SELECTED RESPONDENT.

**ATTACHMENT F
CITY OF NEW ORLEANS
TAX CLEARANCE AUTHORIZATION**

**THE TAX CLEARANCE AUTHORIZATION IS ATTACHED
SEPARATELY TO THIS RFP ON THE SUPPLIER PORTAL**

[ATTACHMENTS G THRU I ON FOLLOWING PAGES]

[The remainder of the page is intentionally left blank]

ATTACHMENT G
CITY OF NEW ORLEANS
IDENTIFICATION OF SUBCONTRACTORS

STATE OF _____

COUNTY/PARISH OF _____

Before me, the undersigned authority, came and appeared _____
_____, who, being first duly sworn, deposed and said that:

1. He/She is the _____ and authorized representative of _____
_____, hereafter called "Respondent."

2. The Respondent submits the attached proposal in response to City of New Orleans Solicitation No. _____.

3. The Respondent hereby identifies the following persons, natural or artificial, who are retained by Respondent at the time the attached proposal is submitted and who are expected to perform work as subcontractors in connection with the Respondent's work for the City. Respondent hereby acknowledges and agrees that when new subcontractors not previously named are added to the project, they must be promptly identified to the City User Department within 48 hours of the change. The official change may not take place unless and until the City provides its written approval.

Person(s) and Company Name (if applicable)

Respondent Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, _____, Notary Public, this ____ day of _____, 20____.

Notary Public (signature)
Notary ID#/Bar Roll #

[ATTACHMENTS H THRU I ON FOLLOWING PAGES]

ATTACHMENT H
CITY OF NEW ORLEANS
AFFIDAVIT OF COMPLIANCE WITH HIRING REQUIREMENTS

STATE OF _____

COUNTY/PARISH OF _____

Before me, the undersigned authority, came and appeared _____,
who, after being duly sworn, deposed and said that:

1. He/She is the _____ (*title*) and authorized representative of
_____ (*entity*), the "Respondent."

2. The Respondent submits the attached proposal in response to City of New Orleans
Solicitation No. _____.

3. The Respondent hereby confirms that _____ (*entity*) is

- o compliant with the City of New Orleans' hiring requirements contained in City
Code Sections 2-8(d) and 2-13(a)-(f), unless otherwise excluded by city, state, or
federal laws or regulations.
- o unable to comply with the City of New Orleans' hiring requirements contained in
City Code Sections 2-8(d) and 2-13(a)-(f) for the following reasons:

Respondent Representative (Signature)

(Print or type name) (Address)

Sworn to and subscribed before me, _____, Notary Public, this ____ day of
_____, 20____.

Notary Public (signature)

Notary Public (print)

Notary ID#/Bar Roll # _____

[ATTACHMENT I ON FOLLOWING PAGES]

SECTION 11.5.

SAMPLE AGREEMENT

ATTACHMENT I
CITY OF NEW ORLEANS
SAMPLE AGREEMENT COOPERATIVE ENDEAVOUR AGREEMENT

**COOPERATIVE ENDEAVOR
AGREEMENT**

BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND

PARTY NAME

PROJECT DESCRIPTION

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”) is entered into by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the “City”), and **NAME OF PARTY**, represented by **NAME AND TITLE OF INDIVIDUAL INDICATED IN PROOF OF SIGNING AUTHORITY** (the “Party Reference”). The City and the Contractor may sometimes be collectively referred to as the “Parties.” The Agreement is effective as of the date of execution by the City (the “Effective Date”).

RECITALS

WHEREAS, the City is a political subdivision of the State of Louisiana;

WHEREAS, the **Party Reference** is a **TYPE OF ENTITY (POLITICAL SUBDIVISION OR POLITICAL CORPORATION OF THE STATE, A PRIVATE OR PUBLIC, CORPORATION, LLC, NON-PROFIT, PARTNERSHIP, AN INDIVIDUAL, A PUBLIC OFFICIAL, ETC.)**, which principal address is located at **MAILING ADDRESS OF CONTRACTOR**;

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, and Section 9-314 of the Home Rule Charter of the City of New Orleans, the City may enter into cooperative endeavors with the State of

Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the City and the **Party Reference** desire to accomplish a valuable public purpose of *[insert general description of public purpose to be served]* by *[insert general description of activity in the CEA]*;

WHEREAS, the **Party Reference** *[insert general description of what the party will give or do and what the City will receive]*; and

WHEREAS, the City *[insert general description of what the City will give or do]*.

NOW THEREFORE, the City and the **Party Reference**, each having the authority to do so, agree as follows:

**ARTICLE I - THE PARTY
REFERENCE’S OBLIGATIONS**

[For example, if services are involved, the User Entity can refer to Article I in template of professional services agreement:]

A. Services.

B. Schedule.

C. Invoices.

D. Audit and Inspection.

E. Insurance.

Etc.

ARTICLE II - THE CITY'S OBLIGATIONS

A. **Administration.** The City will:

1. Administer this Agreement through the **NAME OF THE CITY DEPARTMENT RESPONSIBLE FOR MONITORING THIS AGREEMENT**;

2. Provide the **Party Reference** with **IDENTIFY ANY SPECIFIC DOCUMENTS TO BE PROVIDED** and other documents deemed necessary for the **Party Reference**'s performance of any work required under this Agreement;

3. Provide access to Department personnel to discuss the required services during normal working hours, as requested by the **Party Reference**; and

4. **INSERT ANY ADDITIONAL OBLIGATIONS FOR THE CITY.**

ARTICLE III – FUNDING OR COMPENSATION

A. **Maximum Amount.** The maximum amount funded **OR** payable by the City under this Agreement is **INSERT NUMERICAL MAXIMUM DOLLAR AMOUNT.**

B. *[Add any related information and conditions. Examples: rate, notice of payment, etc.]*

ARTICLE IV - DURATION AND TERMINATION

A. **Term.** The term of this agreement shall be for 1 year from the Effective Date.

B. **Extension.** The City can opt to extend the term of this Agreement provided that the City Council approves it as a multi-term cooperative endeavor agreement and

that additional funding, if required, is allocated by the City Council.

C. Termination for Convenience.

The City may terminate this Agreement at any time during the term of the Agreement by giving the **Party Reference** written notice of the termination at least 30 calendar days before the intended date of termination.

D. Termination for Cause.

The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City's Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

E. Termination for Non-Appropriation. This Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice and the City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

ARTICLE V - INDEMNITY

A. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and

judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property arising from or relating to any act or omission or the operation of the Contractor, its agents or employees while engaged in or in connection with the discharge or performance of any Services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of work under this Agreement.

B. Limitation. The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. The Contractor has an immediate and independent obligation to, at the City's option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) the Contractor is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, the Contractor shall bear the expenses including, but not limited to, the City's reasonable attorney fees and expenses, incurred by the City in enforcing this indemnity.

ARTICLE VI - INSURANCE

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, the **Party Reference** will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

a. Minimum Requirements:

b. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Additional Insured Status. **The Contractor will provide, and maintain current, a Certificate of Insurance naming The City of New Orleans, its departments, political subdivisions, officers, officials, employees, and volunteers are to be covered as "Additional Insureds"** on the CGL policy with respect to liability arising out of the performance of this agreement. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). The Certificate of Insurance, as evidence of all

required coverage, should name the City of New Orleans Risk Manager as Certificateholder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06— City Hall, New Orleans, LA 70112.

- ii. Primary Coverage. For any claims related to this contract, **the Contractor's insurance coverage shall be primary** insurance as respects the City, its departments, political subdivisions, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributing to the Contractor's coverage.

- iii. Claims Made Policies. If applicable, the retroactive date must be shown and must be before the date of the contract or the beginning of work. If the coverage is canceled or non-

renewed, and not replaced with another claims-made policy, Contractor must purchase "extended reporting" coverage for minimum of 5 years after the termination of this agreement

- iv. Waiver of Subrogation. **The Contractor and its insurers agree to waive any right of subrogation** which any insurer may acquire against the City by virtue of the payment of any loss under insurance required by this contract.

- v. Notice of Cancellation. Each insurance policy required above shall provide that **coverage shall not be canceled, except with prior notice to the City of no less than 60 days.**

- vi. Acceptability of Insurers. Insurance is to be placed with **insurers licensed and authorized to do business in the State of**

Louisiana with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

2. The **Party Reference** will provide the City's Risk Manager (at City of New Orleans Attn: Risk Manager, 1300 Perdido Street, Suite 9E06, New Orleans, LA 70112 – Ref.: **INSERT TITLE OF CEA IF APPLICABLE**) within 10 calendar days of the Effective Date and at any other time at the City's request the following documents:

- a. Proof of coverage for each policy of insurance required by this Agreement;
- b. Copy of the fully executed Agreement;
- c. Copies of all policies of insurance, including all policies, forms, and endorsements; and
- d. Statements disclosing any policy aggregate limit.

3. Without notice from the City, the **Party Reference** will:

- a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
- b. Substitute insurance coverage acceptable to the City within 30 calendar days if any insurance company providing any insurance with respect to this Agreement is declared

bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and

- c. Notify the City's Risk Manager in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

ARTICLE VII - PERFORMANCE MEASURES

A. Factors. The City will measure the performance of the **Party Reference** according to the following non-exhaustive factors: work performed in compliance with the terms of the Agreement; staff availability; staff training; staff professionalism; staff experience; customer service; communication and accessibility; prompt and effective correction of situations and conditions; timeliness and completeness of submission of requested documentation (such as records, receipts, invoices, insurance certificates, and computer-generated reports).

B. Failure to Perform. If the **Party Reference** fails to perform according to the Agreement, the City will notify the **Party Reference**. If there is a continued lack of performance after notification, the City may declare the **Party Reference** in default and may pursue any appropriate remedies available under the Agreement and/or any applicable law. In the event of a notification of default, the City will invoice the defaulting contractor for any increase in costs and other damages sustained by the City. Further, the City will seek full recovery from the defaulting contractor.

ARTICLE VIII – LIVING WAGES

To the fullest extent permitted by law, the **Party Reference** agrees to abide by City Code sections 70-801, *et seq.*, which requires payment of a wage to covered employees equal to the amounts defined in the Code (“**Living Wage**”). If the **Party Reference** fails to comply with the requirements of the Living Wage during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City.

ARTICLE IX – HIRENOLA PROGRAM

The **Party Reference** agrees to abide by City Code sections 70-496, *et seq.*, to demonstrate good faith efforts to fully carry out the applicable requirements of the HireNOLA Program as defined in the City Code. If the **Party Reference** fails to comply with the requirements of the HireNOLA Program during the term of the Agreement, said failure may result in termination of the Agreement or pursuit of other remedies.

ARTICLE X - NON-DISCRIMINATION

A. *Equal Employment Opportunity.* In all hiring or employment made possible by, or resulting from this Agreement, the **Party Reference** (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor’s employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or

advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. *Non-Discrimination.* In the performance of this Agreement, the **Party Reference** will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the **Party Reference** in any of **Party Reference**’s operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The **Party Reference** agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. *Incorporation into Subcontracts.* The **Party Reference** will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. The City may terminate this Agreement for cause if the **Party Reference** fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE XI - INDEPENDENT CONTRACTOR

A. *Independent Contractor Status.* The **Party Reference** is an independent

contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. Exclusion of Worker's Compensation Coverage. The City will not be liable to the **Party Reference**, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the **Party Reference** will not be considered an employee of the City for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. The **Party Reference**, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the **Party Reference** nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the **Party Reference** has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by the **Party Reference** are outside the normal course and scope of the City's usual business; and (c) the **Party Reference** has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. The **Party Reference**, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

ARTICLE XII - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

**NAME AND ADDRESS
OF THE CITY
DEPARTMENT
RESPONSIBLE FOR
MONITORING THIS
AGREEMENT**

&

City Attorney
City of New Orleans
1300 Perdido Street, Suite
5E03
New Orleans, LA 70112

2. To the Contractor:

**NAME AND ADDRESS
OF POINT OF CONTACT
FOR PARTY
REFERENCE TO
RECEIVE NOTICES**

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XIII - ADDITIONAL PROVISIONS

A. Amendment. No amendment or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both

parties to this Agreement.

B. Assignment. This Agreement and any part of the **Party Reference**'s interest in it are not assignable or transferable without the City's prior written consent.

C. Audit and Other Oversight. The **Party Reference** will abide by all provisions of City Code § 2-1120, including without limitation City Code § 2-1120(12), which requires the **Party Reference** to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests is a material breach of the Agreement. In signing this Agreement, the **Party Reference** agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

D. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

E. Compliance with City's Hiring Requirements – Ban the Box.

- i. The **Party Reference** agrees to adhere to the City's hiring requirements contained in City Code Section 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, the **Party Reference** must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirement is necessary.
- ii. Failure to maintain compliance with the City's hiring requirements through the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this

Agreement. Upon learning of any such breach, the City will provide the **Party Reference** notice of noncompliance and allow the Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the **Party Reference** remains noncompliant, the City may move to suspend payments to the **Party Reference**, void the Agreement, or take any such legal action permitted by law or this Agreement.

- iii. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and remaining provisions of the Agreement will remain in full force and effect.
- iv. The **Party Reference** will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all sub-**Party Reference** to comply with those provisions.

F. Conflicting Employment. To ensure that the **Party Reference**'s efforts do not conflict with the City's interests, and in recognition of the **Party Reference**'s obligations to the City, the **Party Reference**

will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment. The **Party Reference** will promptly notify the City in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the **Party Reference**'s performance of this Agreement. The City will make the final determination whether the Contractor may accept the other employment.

G. Construction of Agreement.

Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of the Parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the **Party Reference** on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

H. Convicted Felon Statement. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

I. Dealer License. The **Party Reference** swears that it possesses a valid dealer's license issued under the provision of La. R.S. 32:1254, a copy of which license is incorporated into this Agreement as Exhibit "_____."

J. Employee Verification. The **Party Reference** swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to the **Party Reference** a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in the **Party Reference** being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The **Party Reference** further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The **Party Reference** will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if the **Party Reference** fails to provide such the requested affidavit or violates any provision of this paragraph.

K. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

L. Exhibits. The following exhibits will be and are incorporated into this Agreement: *[list all exhibits to incorporate in the Agreement]*.

M. Jurisdiction. The **Party Reference** consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the **Party Reference**.

N. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

O. No Expectation of Benefit or Special Treatment. The **Party Reference** swears that, as a result of the donation of the services that are the subject of this Agreement or otherwise, it has no expectation of benefit or special treatment with regard to other contracts or potential contracts with the City.

P. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

Q. Non-Exclusivity. This Agreement is non-exclusive and the **Party Reference** may provide services to other clients, subject to the City's approval of any potential conflicts with the performance of this Agreement and the City may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

R. Non-Solicitation Statement. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

S. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

T. Order of Documents. In the event of any conflict between the provisions of this Agreement any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; *[List of all incorporated documents in descending order]*.

U. Ownership Interest Disclosure. The **Party Reference** will provide the City with a sworn affidavit listing all natural or artificial persons with an ownership interest in the **Party Reference** and stating that no other person holds an ownership interest in the **Party Reference** via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the **Party Reference** fails to submit the required affidavit, the City may, after 30 days' written notice to the **Party Reference**, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

V. Ownership of Records. Upon final payment, all data collected and all products of work prepared, created or modified by the **Party Reference** in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs,

source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the **Party Reference**'s personnel and administrative records and any tools, systems, and information used by the **Party Reference** to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of City and the City will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the City's name. No Work Product may be reproduced in any form without the City's express written consent. The City may use and distribute any Work Product for any purpose the City deems appropriate without the **Party Reference**'s consent and for no additional consideration to the **Party Reference**.

W. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of the **Party Reference**, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to the **Party Reference** pursuant to this Agreement without regard to the **Party Reference**'s otherwise satisfactory performance of the Agreement.

X. Prohibition on Political Activity. None of the funds, materials, property, or

services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

Y. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

Z. Restrictions on Subleases. The **Party Reference** may not enter into any sublease without the prior approval of the Council of the City of New Orleans.

AA. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

BB. Special Conditions for XXXX Contracts. The "XXXX Compliance Provisions for Professional Services Contracts," attached as Exhibit "___" to this Agreement, are expressly incorporated in the Agreement and will be effective, notwithstanding any provision of the Agreement or any incorporated documents, to the contrary, upon the City's notice to the **Party Reference** that the City intends to seek reimbursement from the XXXXX Program in connection with the work to be performed under this Agreement.

CC. Subcontractor Reporting.

The **Party Reference** will provide a list of all natural or artificial persons who are retained by the **Party Reference** at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the **Party Reference**'s work for the City. For any subcontractor proposed to be retained by the **Party Reference** to perform work on the Agreement with the City, the **Party Reference** must provide notice to the City within 30 days of retaining that subcontractor. If the **Party Reference** fails to submit the required lists and notices, the City may, after thirty 30 days' written notice to the Contractor, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

DD. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, choice of law, and **IDENTIFY ANY OTHER PROVISIONS THAT SHOULD SURVIVE TERMINATION** shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

EE. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

ARTICLE XIV – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XV - ELECTRONIC SIGNATURE AND DELIVERY

The Parties agree that a manually

signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City
and the **Party Reference**, through their duly
authorized representatives, execute this
Agreement.

NAME OF PARTY

CITY OF NEW ORLEANS

BY: _____

BY: _____
LATOYA CANTRELL,
MAYOR

**NAME AND TITLE OF
INDIVIDUAL
INDICATED IN PROOF
OF SIGNING
AUTHORITY**

Executed on this _____
of _____
_____, 202__

FORM AND LEGALITY
APPROVED:
Law Department

FEDERAL TAX I.D. **OR**
SOCIAL SECURITY NO.

By: _____

[EXHIBIT(S) XXXX C CONTAINED
ON NEXT PAGE(S) ~~or~~ ATTACHED
SEPARATELY (if too voluminous)]

Printed Name: _____

[END OF SOLICITATION]

[The remainder of the page is intentionally left blank]